SUPREME COURT OF THE UNITED STATES.

No. 334.

THE STEAMSHIP GEORGIA, HER TACKLE, &c., EDWARD BATES, CLAIMANT, APPELLANT,

vs.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF MASSACHUSETTS.

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1 UNITED STATES OF AMERICA, *Massachusetts District, ss:*

At the district court of the United States, begun and holden at Boston, within and for the district of Massachusetts, on the second Tuesday (being the eleventh day) of September, in the year of our Lord one thousand eight hundred and sixty-six, before the honorable John Lowell, judge.

THE UNITED STATES OF AMERICA, by libel, *vs.* STEAMER GEORGIA. } In prize.

The libel in this cause was filed in court on the twenty-seventh day of September, A. D. 1864, and is as follows, viz:

In the matter of the steamer Georgia, in a cause of prize.—September, 1864.

UNITED STATES OF AMERICA, *Massachusetts District, ss:*

1½ Before the honorable Peleg Sprague, judge of the district court of the United States within and for the district of Massachusetts:

On this twenty-seventh day of September, in the year of our Lord one thousand eight hundred and sixty-four, appears Richard Henry Dana, junior, esquire, attorney of the United States for the district of Massachusetts, in behalf of the United States of America, and in behalf of the commander, officers, and crew of the steamer Niagara, of the navy of the United States, and in behalf of all other persons interested as captors of the property hereinafter described, and shows to this honorable court as follows:

That the steamer Georgia has been captured within the admiralty jurisdiction of this honorable court by the commander, officers, and crew of the steamer Niagara, of the navy of the United States, and is lawful prize to the United States and to the captors.

That the said steamer Georgia has been brought by the captors into this district, and is now lying in the port of New Bedford.

Wherefore the said libellant prays this honorable court to condemn the said steamer Georgia and her tackle, apparel, furniture,
2 and stores, as lawful prize to the United States of America, and to the captors, and to order a distribution of the proceeds thereof, and such other relief to give as to the court shall seem meet; and to that end that due processes be issued and due proofs taken, and due proceedings had according to the course of courts of admiralty in causes of prize.

RICH'D H. DANA, JR.,
Attorney of the United States for the District of Massachusetts.

And thereupon, by order of the judge, a warrant and monition issued, commanding the marshal to give notice to all persons concerned that said libel had been filed, and that trial would be had thereon at

a district court, to be holden at the United States court-house in Boston, in said district of Massachusetts, on Tuesday, the twenty-fifth day of October, A. D. 1864, at ten o'clock a. m. And to give said notice by advertising the same in the Boston Daily Advertiser, one of the public newspapers printed at Boston, and the New Bedford Mercury, printed at New Bedford, and by posting a copy of the same notice at the said court-house in Boston twenty days at least before said day of trial, and to take the said steamer Georgia, her tackle, apparel, and furniture into his custody, and to make due return
2½ thereof with his doings therein.

Upon which process the marshal made return as follows, viz:

UNITED STATES OF AMERICA, *Mass. Dist., ss:*

BOSTON AND NEW BEDFORD,
Sept. 30th, 1864.

Pursuant hereunto I have given notice to all persons concerned that the libel within named has been filed, and that trial will be had thereon on the twenty-fifth day of October next, by advertising the substance of the within monition in the Boston Daily Advertiser, a newspaper printed in Boston, in said district, and in the New Bedford Mercury, a newspaper printed at New Bedford, in said district, and by posting up a copy of the same notice in the U. S. court-house in Boston, in said district, twenty days before the day within named for trial, and on the twenty-eighth day of September current I took the within-named steamer Georgia, her tackle, apparel, furniture, and stores into my custody on this warrant.

J. S. KEYES,
U. S. Marshal.

3 On the seventeenth day of December, A. D. 1864, the following motion for the appraisement of the prize was filed in the clerk's office, viz:

The steamer Georgia, prize.

The attorney for the United States and counsel for the captors informes the court that with the consent of the parties claiming the said prize, the Department of the Navy intend to take the steamer Georgia for the use of the government, and prays the court to order an appraisement thereof.

RICH'D H. DANA, JR.,
U. S. Att'y and Counsel for Captors.

On the fourth day of January, A. D. 1865, the following agreement as to appraisal was filed in the clerk's office, viz:

The Georgia, prize.

MASSACHUSETTS, *ss:*

JAN. 4, 1865.

In the above cause it is agreed that no objection is made to the

taking of the vessel for the use of the government, and that Messrs. R. B. Forbes, Erastus Sampson, and Harrison Loring may be
3½ appointed appraisers of the same, or Mr. Otis Tufts, in case either Mr. Forbes or Mr. Loring decline. Neither the captors nor the claimant to be concluded by the appraisement as the actual value of the vessel to be deposited by the government in lieu thereof. Also that the stores may be sold by auction, and nothing herein to prejudice any claim or other right or privilege of the claimant in the cause or otherwise.

R. H. DANA, JR.,
For the United States.
A. H. FISKE,
For Edward Bates, Claimant.

And thereupon, on said fourth day of January, A. D. 1865, a warrant to appraise was issued by order of court, directing the marshal to cause said steamer Georgia to be appraised on oath by said Robert B. Forbes, Erastus Sampson, and Harrison Loring, said appraisement to be made as soon as may be, and the appraisers to be duly sworn.

The following certificate is indorsed upon said warrant, viz:

UNITED STATES OF AMERICA, *Massachusetts District, ss:*

JANUARY 7TH, 11TH, 21ST, 1865.

Personally appeared the within-named R. B. Forbes, Erastus Sampson, and Harrison Loring, and severally made oath that
4 they will appraise the within-named steamer Georgia according to their best skill and judgment.

Before

HENRY L. HALLETT.
Commissioner.

And upon said warrant the marshal made return as follows, viz:

UNITED STATES OF AMERICA, *Massachusetts District, ss:*

BOSTON AND NEW BEDFORD, *Jan'y* 21, 1865.

Pursuant to the annexed warrant, I have notified the appraisers therein named of their appointment, and have requested of them to attend to the duties assigned them, and they have attended and make report as under.

JOHN S. KEYES, *Marshal.*

We, the subscribers, having been notified by the marshal of the district of Massachusetts that we were appointed by the honorable Peleg Sprague, judge of the district court for the district of Massachusetts, to estimate and appraise the steamer Georgia, mentioned in the annexed warrant, have attended to the duties assigned us; and after a strict examination and careful inquiry we do estimate and appraise the said steamer Georgia as under, to wit, at ninety-two thousand dollars, ($92,000.)

In witness whereof we hereunto set our hands at Boston,
4½ this twenty-first day of January, A. D. 1865.

R. B. FORBES.
ERASTUS SAMPSON.
HARRISON LORING.

And on the 31st day of October, 1865, the following claim was filed in court, viz:

UNITED STATES OF AMERICA:

In the district court within and for the district of Massachusetts.

In case of the steamship Georgia.

Edward Bates, of Liverpool, in the county of Lancaster, in that part of the United Kingdom of Great Britain and Ireland, intervening for his interest in the said steamship Georgia, appears before this honorable court and claims the said steamship, and being duly sworn on oath declares that he is a subject of Victoria, Queen of the United Kingdom of Great Britain and Ireland; that said steamship is a British vessel, and as such is duly registered; that he, the said Edward Bates, is the sole owner thereof, and no other person or persons whatsoever is interested therein, either directly or indirectly.

Wherefore he prays that he may be permitted to defend the libel filed against the said steamship, and that the said steamship may, by the decree of this honorable court, be delivered, and that he may be allowed his damages for her illegal seizure and detention.

EDWARD BATES.

5 Sworn to by the said Edward Bates, at Liverpool aforesaid, the twentieth day of December, one thousand eight hundred and sixty-four, before me,

[SEAL.] H. W. COLLINS,
Notary Public, Liverpool, and a Commissioner to administer oaths in Chancery in England.

44. I, the undersigned consul of the United States of America for the port of Liverpool and its dependencies, do certify and make known to whom these presents shall come that Henry W. Collins, before whom the annexed affidavit of Edward Bates has been made, and whose true signature and notarial seal are thereto subscribed and affixed, was at the time of taking and signing the same a notary public, duly authorized, admitted, and sworn, and practicing in Liverpool, duly authorized to administer oaths, to whose acts as such full faith and credit are due.

Granted for use in the district court within and for the district of Massachusetts, in the case of the steamship Georgia.

5½ Given under my hand and seal of office at Liverpool, the twenty-first day of December, in the year one thousand eight hundred and sixty-four.

[SEAL.] THOMAS H. DUDLEY.

Test affidavit.

On the thirty-first day of January, A. D. 1865, the following test affidavit was filed in the clerk's office, viz:

United States of America, district of Massachusetts.

In district court.

UNITED STATES *vs.* STEAMER GEORGIA. } Cause of prize.

Edward Bates, of Liverpool, in the county of Lancaster, in that part of the United Kingdom of Great Britain and Ireland, now appears and claims that the said steamer Georgia, with her tackle, apparel, and appurtenances should be delivered up to him; and he on oath declares and says that *that* he is a natural born subject of Victoria, Queen of the said kingdom, and owes fealty and allegiance to her; that he is a merchant, and now is and for a long time has been extensively engaged and interested in navigation, and has been and now is a large owner of ships and vessels; that at the time of the seizure and alleged capture of the said vessel he was for a long time, had been, and now is the sole owner of the said steamer in good faith, and no other person whatsoever has or had any right, title, or interest therein or thereto; that he fitted out the said vessel for sea, and chartered her to the Portugese government on a voyage to Lisbon, in Portugal, and thence to the Portugese settlements, on the coast of Africa, for a certain specified term in the charter thereof named; that after the said vessel had been laden by the Portuguese government with coals for her own use she duly sailed on said voyage, bound to Lisbon, and while pursuing the said voyage in a peaceable manner, and in violation of no law whatsoever, and without any existing cause therefor the said steamer was seized and captured by the United States ship-of-war the Niagara and ordered to the United States, where she arrived in due course of time; and the said Bates alleges the said seizure to have been illegal, unjust, and unauthorized by the laws of nations, and he declares the said vessel to have been duly registered as a British ship and entitled to the immunity and protection of the British flag; and he further avers that the said steamer Georgia was an unarmed merchant vessel, and bound on an ordinary mercantile voyage when so captured.

6

6½

He therefore prays that the said steamer Georgia may by decree of this honorable court be delivered up to him, and the captors, or whomsoever it may concern, may be condemned in the costs and in such damages as he has sustained by the seizure, capture, and detention of such vessel.

EDWARD BATES.

In faith and testimony whereof I, William Henry Fletcher, notary public by royal authority, duly admitted, sworn, and enrolled, dwel-

ling and practicing in Liverpool aforesaid, have caused the said Edward Bates to subscribe his name hereto, and have sworn and declared him to the truth thereof, and I have also hereto subscribed my name and affixed my seal notarial, the fourteenth day of January, 1865.

[SEAL.] W. HENRY FLETCHER,
Notary Public, Liverpool.

7 60. I, the undersigned, consul of the United States of America for the port of Liverpool and its dependencies, do certify and make known to whom these presents shall come, that William H. Fletcher, whose true signature and notarial seal are subscribed and affixed to the annexed affidavit, is a notary public, duly authorized, admitted, and sworn, residing and practicing in Liverpool, duly authorized to administer oaths, to all whose acts as such full faith and credit are due.

Given from under my hand and seal of office, at Liverpool, the 14 day of January, and year one thousand eight hundred and sixty-five.

[SEAL.] THOMAS H. DUDLEY.

On the twenty-first day of February, A. D. 1865, the following recommendation by prize commissioners that the prize property be sold was filed in the clerk's office, viz:

District court of the United States.

MASSACHUSETTS, *ss:*

The Georgia, in prize.

The prize commissioners respectfully represent to the court
7½ that the prize property in this cause appears to them liable to deteriorate and depreciate, and they recommend that a sale thereof be ordered, provided the parties in interest will agree thereto.

Boston, Feb. 21, 1865.

JNO. POPE,
JOHN LOWELL,
Prize Com'rs.

And on the eighth day of May, A. D. 1865, the following further recommendation of such sale was filed in the clerk's office, viz:

District court of the United States for the district of Massachusetts.

In prize, the Georgia.

The undersigned respectfully recommend to the honorable court to order the sale of the Georgia and cargo, the same being, in their opinion, liable to deteriorate and depreciate.

JNO. POPE,
EDWARD BANGS,
Prize Commissioners.

And on the twenty-third day of June, A. D. 1865, on motion of the U. S. district attorney, by order of the court, a warrant for sale issued, commanding the marshal to sell the said steamer Georgia, her tackle, apparel, furniture, and stores, libelled in said court in a cause of prize, to the highest bidder, at public auction, at New Bed-
8 ford, within said district, on Thursday, the sixth day of July, A. D. 1865, at one o'clock p. m., first giving eight days' notice at least of the time and place of sale, by advertising the same in the New Bedford Mercury, printed at New Bedford; the Commercial Advertiser, printed at New York; and the Boston Post and the Boston Daily Advertiser, of the newspapers printed at Boston; and by proclamation of the town crier, in the usual form, on the day of sale. The money arising from the sale to be deposited with the assistant treasurer of the United States at Boston, subject to the order of said court, and to make due return of said warrant with his doings therein.

Upon which the marshal made return as follows, viz:

UNITED STATES OF AMERICA, *District of Massachusetts:*

BOSTON, *August 15th*, 1866.

Pursuant to this precept I have caused the steamer Georgia and stores, within named, to be sold by public auction, and to the highest bidder, at New Bedford, on the day, hour, and place therein directed, having given eight days' previous notice of the time, place, and manner of the sale, in the New Bedford Mercury, printed at New Bed-
8½ ford; the Commercial Advertiser, printed at New York; the Daily Advertiser and the Boston Post, two of the newspapers printed in Boston; and by the town crier, on the day of sale; and at such sale the purchasers were as under, as by account sales of H. Harris, auctioneer, herewith:

		$44,485 75
Fees and charges:		
Expense to New Bedford, in lieu of mileage, $12 25; proc., 60 c.; crier, $1	$13 85	
Advertising, N. B. Mercury, $5; Com. Advertiser, 38 40	43 40	
Boston Post, 24 75; Daily Advertiser, $22 50	47 25	
Summoning witnesses, 24 00; bringing and comt'g witnesses, $15	39 00	
Expense to New Bedford with witness Stanley	12 10	
Bill of sale, $5; copies, $2	7 00	
Commissions, at ½ pr. ct. and ¼	117 43	
		280 03

Catalogues and posters, 16 75; sorting stores, &c., $23	$39 75	
Provisions to st'r, $15 50; pilotage to New London, $2 00	215 50	
Pilotage to New Bedford, 50	50 00	
Board of prisoners, J. M. C., $75 58; do., Blanc, 2 05; do., Jenny, 86 45	164 08	
Paid witnesses, Stanley, $232; Cantry, $9; Richardson, $500	741 00	
Wharfage, $243 83; keeper, $707 50; storage, $180	1,131 33	
Stevedore, $37 60; unbending and drying and storing sails, $204 80	242 40	
Carting, $23 86; labor, S. Potter, $20; do., J. E. Borden, $37 50; ship stores, $75 36	156 72	
Discharging ashes, $55; care of engine, $234 13; labor, W. G. C., jr., $10	299 13	
Labor, T. Davis, $10; do., N. Tillson, $10; J. Allen, $10	40 00	
Measuring steamer, $10; stoves, $8; painting, $4 40; stove pipe, 1	23 40	
Rating chronometer, &c., 5; stopping leak, 9; brooms, &c., $1 95; printing, 4	11 85	
		$3,106 16

9 Whereby the sales amounted to forty-four thousand four hundred eighty-five dollars seventy-five cents, which I deposited with the ass't treas'r of the U. S. at Boston aforesaid, to be disposed of as the court directs.

JOHN S. KEYES, *Marshal.*

Account of H. Harris referred in the foregoing return.

Sale of prize steamer Georgia and cargo at auction, by order J. S. Keyes, U. S. marshal.

1865, July 6.	Steamer Georgia	J. Rickerson	$42,000 00
1.	Cash 34 bags and 1 bbl. ship bread, 3,805 lbs	A. Sibley, *a* 1½	47 56
2.	2 bbls flour	Rosensfelt	3 00
3.	1 do. porter	do	5 50
4.	5 do. ale	J. Borne, jr., 9 00	45 00
5.	1 keg powder and lot cartridges	Webb	6 00
6.	11 bolts canvas and 2 canvas cots	Powers	100 00
7.	8 balls twine	do	10 00
8.	6 muskets, 4 pistols, 6 battle axes, 6 cutlasses	A. S. Cushman	30 00
9.	8 bbls. beef	Wiggin, Morse & Co., 11 00	88 00
10.	8 do. pork	H. Taber, 15	120 00
11.	Lot cans P. meats	do	17 50
12.	2 cases whiskey	L. Grinnell, 11 00	22 00
13.	5 do. wine	Cobb, 7 00	35 00
14.	4 do.	J. Borne, jr., 11 00	44 00
15.	1 case brandy	L. Grinnell	24 00
9½ 16.	1 cask Jamaica rum, 15 gals.	L. Wing, 3 00	45 00
17.	1 do. brandy, 6 gals.	Cobb, 5 50	33 00
18.	1 box tea and sundries	H. Taber	3 00
19.	Lot crockery ware	J. Rickerson	47 50
20.	Lot bratannia ware	do	15 00
21.	Lot sundries, water filter, &c	Cobb	2 00
22.	Lot new hemp, tarred cordage, 1,700 lbs.	L. Wing, *a* 12	204 00
23.	20 cans paint oil	L. Snow, 5 50	110 00
24.	Lot lamp and tar oil	J. Rickerson	4 00
25.	½ bbl. pitch, ½ bbl. rosin	L. Snow	10 00
26.	1½ bbl. varnish	Powers	5 00
27.	4 casks engine oil, 314 galls.	J. Rickerson, 1 12½	353 25
28.	23 bales spun yarn, &c	Baker	7 00
29.	Lot blocks and rigging	J. Rickerson	60 00
30.	3 anchors, 2,620 lbs.	Powers, 3	78 60
			43,574 91
31.	Lot signal latterns, &c	J. Rickerson	65 00
32.	1 Manilla hauser, 830 lbs	do	96 45
33.	Lot hawsers, 641 lbs.	C. Thacher, 3	19 32
34.	1 bell,	Goes with steamer	
35.	Lot sundries	McCoulter	37 50
36.	1 bbl. tallow, 250 lbs.	J. Rickerson, 12	30 00
37.	Lot flags and signals	H. Taber	30 00
38.	Lot mattresses	J. Rickerson	42 50
39.	Lot table and bed linen	do	125 00
40.	Lot chains	Goes with steamer	
41.	Lot lamps	J. Rickerson	6 00
10 42.	4 compasses	Goes with steamer	
43.	Lot tin-ware	J. Rickerson	7 00
44.	1 medicine chest	do	22 50
45.	1 clock	C. Thacher	3 00
46.	2 bbls. split peas	Rosenfelt	3 00
47.	3 kegs, beans, barley, and dried apples	C. Thacher	1 00
48.	1 keg molasses	do	3 00
49.	1 bbl. sugar	Sissons	6 00
50.	1 cannon, &c	J. Rickerson	17 50
51.	1 ullage bbl. vinegar, 1 bag salt	C. Thacher	1 00
52.	Lot paint and cans	Lambert	6 00
53.	6 life preservers and 5 buckets	J. Rickerson	7 50
54.	1 scale and beam	do	5 00

Account of H. Harris—Continued.

55. 2 lots soap	C. Thacher	$0 25
56. Lot brushes and buckets	Perry	1 00
57. Lot old iron, 4,570 lbs	McColler, 1½	51 41
58. Lot earthen and wooden ware	H. Taber	1 00
59. Lot sundries	C. Thacher	2 00
60. Lot old rigging, 2,610 lbs	Brownell, 4	104 40
61. Lot copper and composition, 347 lbs	Brightman, 8	27 74
62. Lot tenders	J. Rickerson	17 00
63. Lot canvas, 176 lbs	C. Thacher, 9	15 84
64. 2 grindstones	Webb, 2	4 00
65. Lot looking glasses	J. Rickerson	10 00
66. Lot sundries	McColler	2 00
67. 1 bbl. tar	J. Rickerson	11 00
68. 1 barometer	do	20 00
69. 1 chronometer	L. Briggs	110 00
		44,485 75

E. and O. E.
Boston July 11th, 1865.

H. HARRIS.

10½ *Stipulation for costs.*

On the tenth day of June, A. D. 1865, appeared Edward Bates, of Liverpool, England, by John A. Loring, esquire, of Boston, in the district of Massachusetts, his attorney, and produced for surety Charles H. Fiske, of Weston, and the said Bates, by his said attorney, and said Fiske submitting themselves to the jurisdiction of this court, bound themselves, their heirs, executors, and administrators, jointly and severally, in the sum of one thousand dollars, unto the said libellants that the said Bates, the claimant of said steamer, shall pay all costs and expenses which shall be awarded against him in this suit, upon the final adjudication thereof, or by any interlocutory order, whether it be in this or any appellate court, and unless he should so do they thereby consented that forthwith execution should issue forth against them, their heirs, executors, and administrators, jointly and severally, and against their lands, goods, and chattels, wheresoever the same should be found, to the value of the sum above mentioned, without further notice or delay.

On the third day of May, A. D. 1866, publication of the testimony in this case was ordered by the court.

11 *Evidence in preparatorio.—Affidavit of prize-master, and return of prize papers found on board.*

District court of the United States.

MASSACHUSETTS, *ss:*

The "Georgia," (in prize.)

I, Jacob Kimball, acting master in the navy, prize-master of the "Georgia," do, on oath, say that I have delivered to the prize com-

missioners all the papers and documents found on board said vessel, in the same order and condition as when delivered to me; and that I have delivered the prize property to the marshal under his warrant, from this court in like order as when received, excepting as follows:

The engines broke down several times, why, I do not know, but believe it to have been by ordinary wear. They were well cared for so far as I know. We had the assistance of Mr. Richardson, one of the engineers of the prize, as well as of our own engineer officers. Then the bowsprit, or part of it, was carried away in Beaufort harbor by the carelessness of a tug-boat in government employ, of which I made due report to the senior officer present.

Besides these, I used most of the coal found on board, more than a hundred tons, and some provisions. My crew were pro-
12 visioned from the ship's stores until we arrived at Beaufort. I will hand in a list of those provisions.

JACOB KIMBALL,
Acting Master com'dg Prize Steamer "Georgia."

Oct. 11 1865.

Subscribed and sworn to before me,

JOHN LOWELL, *Prize Comm'r.*

District court of the United States.

MASSACHUSETTS, *ss:*

The "Georgia," (in prize.)

I herewith return to court all the papers delivered to me by Jacob Kimball, prize-master of the "Georgia," and referred to in his affidavit hereto annexed. They are sealed with my seal and numbered as follows:

1. Certificate of British registry.
2. Agreement and account of crew.
3. Victualling bill.
4. Clearance.
5. Bill of health.
6. Charter party.
7. A sealed package.
8, 9, 10. Three promissory notes (unsigned.)
11. Account of changes in crew (blank.)
12, 13, 14, 15. Letters—open when received.

JOHN LOWELL, *Prize Comm'r.*

13 1.

Certificate of British registry.

Form No. 9 A.

Steamer.

CERTIFICATE OF BRITISH REGISTRY.

Signal letters, V. G. C. S; official number of ship, 45,868; date of registry, 30th June, 1864; port number, 294; name of ship, "Georgia;"

British or foreign built, British; built at Dumbarton, in the county of Dumbarton, in 1863; formerly the "Japan;" sold to foreigners, and now re-registered; port of registry, Liverpool; how propelled, by screw; number of decks, one and poop; number of masts, two; rigged, brig; stern, round; build, clencher; galleries, none; head, demi-woman; framework, iron.

Measurements.

	Feet.	Tenths.
Length from the forepart of stem under the bowsprit to the aft side of the head of the stern post	219	00
Main breadth to outside plank	27	2.5
Depth in hold from tonnage deck to ceiling at midships	14	7.5

Name and address of builder,

14 *Tonnage.*

	No. of tons.
Tonnage under tonnage deck	554.54
Closed-in spaces above the tonnage deck, if any, viz:	
Space or spaces between decks	
Poop	85.67
Round-house, store-room	1.39
Other enclosed spaces, if any, naming them, excess of crew	6.68
Gross tonnage	648.28
Reduction for space required for propelling power	221.03
Register tonnage	427.25

Length of engine room, fifty-four feet, three-tenths; number of engines, two; combined power (estimated horse-power;) number of horses power, two hundred; name and address of engine maker, Denny & Co., Dumbarton.

I, the undersigned, registrar of the port of Liverpool, hereby certify that the ship, the description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true; that William Frederick Withycombe, whose certificate of competency or service is No. 48,684, is the master of the said ship; and that the name, residence, and description of the owner, and number of sixty-fourth shares held by him ars as follows:

Name, residence, and occupation of the owner.	Number of sixty-fourth shares.	
Edward Bates, of Liverpool, in the county of Lancaster, merchant.	Sixty-four. 64.	64.

Dated at Liverpool, the 30th day of June, one thousand eight hundred and sixty-four.

S. PRICE EDWARDS,
Registrar.

"NOTICE.—A certificate of registry, granted under the
15 'Merchants' shipping act, 1854,' is not a document of title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgages affecting the ship."

2.—*Agreement and account of crew.*

[Extract.]

Foreign-going ship.

Any erasure, interlineation, or alteration in this agreement will be void, unless attested by some superintendent of a mercantile marine office, officer of customs, consul, or vice consul, to be made with the consent of the persons interested.

(A C)
Sanctioned by
the board of trade,
July, 1861.
In pursuance of 17 and
17 Vict., c. 104.

Executed in three folios.

	£	s.	d.
Engagement fee,	1	10	0
Discharging fee,	–	—	–
Excess on engagement,	0	7	0

Name of ship.	Official number.	Port of registry.	Port No. and date of register.	Registered tonnage.
Georgia.	45,868.	Liverpool.	294. 30–6–64.	427.

16 Managing owner.

Name.	Address. (State No. of house, street, and town.)
E. Bates.	Liverpool.

Master.

Name.	No. of certificate.	Address. (State No. of house, street, and town.)
W. F. Withycombe.	48,684.	177 Grove st., Liverpool.

Date and place of first signature of agreement, including name of the mercantile marine office.

2d Aug't. 64. Liverpool.

The several persons whose names are hereto subscribed, and whose descriptions are contained below, and of whom eight are engaged as sailors, hereby agree to serve on board the said ship, in the several capacities expressed against their respective names, on a voyage from[1] Liverpool to Lisbon, and any ports and places on the west coast of Africa, and back to Liverpool, the term not to exceed twelve months.

And the said crew agree to conduct themselves in an orderly, faithful, honest, and sober manner, and to be at all times diligent in their respective duties, and to be obedient to the lawful commands of the said master, or of any person who shall lawfully succeed him, and of their superior officers, in everything relating to the said ship and the stores and cargo thereof, whether on board, in boats, or on shore; in consideration of which services, to be duly performed, the

said master hereby agrees to pay to the said crew as wages the sums against their names respectively expressed, and to supply them with provisions according to the annexed scale; and it is hereby agreed that any embezzlement or wilful or negligent destruction of any part of the ship's cargo or stores shall be made good to the owner out of the wages of the person guilty of the same; and if any person enters himself as qualified for a duty which he proves incompetent to perform, his wages shall be reduced in proportion to his incompetency; and it is also agreed that the regulations authorized by the Board of Trade, which in the paper annexed hereto are numbered[2] 1 to 22, are adopted by the parties hereto, and shall be considered as embodied in this agreement; and it is also agreed that if any member of the crew considers himself to be aggrieved by any breach of the agreement or otherwise, he shall represent the same to the
17 master or officer in charge of the ship in a quiet and orderly manner, who shall thereupon take such steps as the case may require; and it is also agreed that[3] the crew shall consist of two mates, carpenter, steward, cook, six seamen, two engineers, eight firemen, and two ord's. No grog allowed.

In witness whereof the said parties have subscribed their names hereto on the days against their respective signatures mentioned.

[1] Here the voyage is to be described, and the places named at which the ship is to touch, or, if that cannot be done, the general nature and probable length of the voyage is to be stated.

[2] Here are to be inserted the numbers of any of the regulations for preserving discipline, (Form R,) issued by the Board of Trade, which the parties agree to adopt. If any of them are so adopted, a copy of the regulations is to be kept annexed to the agreement.

[3] Here any other stipulations may be inserted to which the parties agree, and which are not contrary to law.

Instructions to masters.

Upon the arrival of the ship at any foreign port where there is a British consular officer, or at any port in any British possession abroad, the master is bound, under a penalty of twenty pounds, to deliver within forty-eight hours of the ship's arrival, (if the ship remains forty-eight hours at the port, and is not a passenger ship,) to the consular officer, or the chief officer of customs, the agreement, and all indentures and assignments of apprenticeships. These the officer will keep during the ship's stay at the port, and will, within a reasonable time before the ship's departure, return them to the master, with a certificate indorsed hereon, stating when they were delivered and returned.

Within forty-eight hours after the ship's arrival at her final port of destination in the United Kingdom, or upon the discharge of the crew, whichever first happens, the master is to deliver to the superintendent of the mercantile marine office the agreement, with a list of the crew and official log book, and accounts of the wages and effects of any seaman or apprentice who has died on board dur-

18 ing the voyage, whether he formed part of the crew or not; and must hand over to the superintendent of the mercantile marine office any effects remaining unsold, together with the balance of wages or other moneys belonging to any such seaman or apprentice. The master should also deliver to the superintendent of the mercantile marine office the certificates (Mates, E 2, or RV 2) of any seaman who has died or deserted during the voyage, unless the same have been delivered up to a consul or officer in a British possession abroad. Upon these being done, the superintendent of the mercantile marine office will give a certificate for the purpose of clearance.

The statement of the conduct, character, and qualifications of each member of the crew formerly entered by the master in the old list C is to be entered in future in the official log book as required by the 282d section of the merchant shipping act.

19 3.—*Victualling bill.*

Pilot unknown. Granted number [2,964.]

Port of Liverpool.

Bonded and drawback stores in the "Georgia," ss.

William F. Withycombe, master, for Lisbon and West Coast Africa.

240 men, passengers or troops.

Nil guns, 427 tons.

Net quantities taken on board.

Spirits, foreign:	
Rum, per gall	34 galls.
Brandy, per gall	20 6-10 and 3 24-32 galls.
Geneva, per gall	
Other spirits, not sweetened, per gall	
Spirits, British or plantation:	
Rum, per gall	
Gin, per gall	
Whiskey, per gall	4 galls.
Other spirits, not sweetened, per gall	
Wine, per gall	20 galls.
Wine, (for drawback) per gall	
Beer, (for drawback) per gall	
Vinegar, per gall	
Tea, per lb	81 lbs.
Coffee, per lb	238 lbs.
Coffee, roasted, (for drawback) per lb	
Cocoa, per lb	
Cocoa paste, per lb	
Sugar, refined, per cwt	0. 1. 15.
Sugar, refined, (for drawback) per cwt	
Sugar, unrefined, per cwt	6. 3. 0.
20 Sugar, bastard, (for drawback) per cwt	
Molasses, per cwt	1. 3. 5.
Tobacco, (for drawback) per lb	

Tobacco, negro-head,	per lb	84 lbs.
Tobacco, roll,	per lb	
Segars,	per lb	
Pepper,	per lb	
Raisins,	per cwt	0. 1. 26.
Currants,	per cwt	20 lbs.
Figs,	per cwt	
Prunes,	per cwt	
Plums,	per cwt	
Sundries,	per cwt	
Surplus stores,	per cwt	

Examined,
Cleared 4th August, 1864.

$

J. MUDIN, *Searcher.*
J. LEE, JR., *Collector.*
EDWARD BATES, *Owner,*
Residence, Liverpool.

No. 354.—Victualling bill.

21 4.—*Clearance.*

(A A) FOREIGN GOING SHIP.
No. 225.
[CUT.] *Certificate for clearance outwards.*

Sactioned by the board of trade, May, 1855, in pursuance of 17 and 18 Vict., c. 104.

Name of master, W. F. Withycombe; name of ship, Georgia: official number, 45,868; port belonging to, Liverpool; registered tonnage, 427.

Port of departure, Liverpool; destination of voyage, Lisbon; payments: Fees, £1 10s. 0d.; forms, 0; log, 0; total, .

I certify that the above-named master has engaged his crew before me, and has produced the certificates of himself and of such of his mates as are required to produce certificates, and has made the above-mentioned payments,* *or has otherwise complied with the provisions of the statutes in that behalf.*

A. C. MOTT, *Shipping Master.*

Dated at Liverpool, 4 day of Aug., 1864.

London: Printed by George E. Eyre and William Spottiswoode, printers to the Queen's most Excellent Majesty.

* NOTE.—The words in italics relate to the case of running agreements, and to cases in which no fee is payable.

22 5.—*Bill of health.*

To all to whom these presents shall come:

We, the undersigned, officers of Her Majesty Queen Victoria, in the port of Liverpool, in the city or town of Liverpool, send greeting:

Whereas the vessel called the S. S. "Georgia," whose master is William F. Withycombe, is about to sail from the said port of Liverpool on this seventh day of August, in the year of our Lord eighteen hundred and sixty-four, and from thence for Lisbon and other places beyond the seas, with thirty-four persons on board, including the said master:

Now know ye that we, the said officers, do hereby make it known to all men, and pledge our faith thereunto, that at the time of granting these presents no plague, epidemic cholera, nor any dangerous or contagious disorder exists in the above port or neighborhood.

In testimony whereof we have hereunto set our names and seal of office on the day and year aforesaid.

Given in the custom-house of the port of Liverpool, on the 5th day of August, in the year of our Lord 1864.

[SEAL.] J. LEE, JR., *Collector.*

No. 11.—Bill of health (English.)

3 Rms. 4 | 63—H & S
679

23 6.—*Charter party.*

James I. Bennett & Wake, ship and insurance brokers, 77 Cornhill, London.

C.—*Charter party.*

LIVERPOOL, 18*th July*, 1864.

It is this day mutually agreed between Edward Bates, owner of the good screw steamship called the "Georgia," of 648 tons gross register, and tons net register, 200 horses power, and F. J. Vanzellers, esq., on behalf of Portuguese government, merchants, and charterers, witnesseth:

That the said vessel or steamer, being tight, staunch, and strong, and in every way fitted for the voyage or service, with the full complement of officers, seamen, engineers, and firemen adapted to a merchant steamer of her class and tonnage, shall be placed under the directions of the said charterer or merchant, or his assigns, to be by him or them employed for the conveyance of lawful merchandise, except sugar, molasses, or any article injurious to an iron ship, (of course 20 tons each of sugar and molasses, or any quantity of copper the ship can carry, is not objected to,) as follows: From Liverpool to Lisbon, and from thence to Cape de Verds, Principe, St. Thome, Banquilla, Loando, Massamude, Ambroz, and return to Lisbon, calling at the above ports on her return to Lisbon.

As ordered by the charterers, the cargo to be laden in any dock, or discharged in any dock, the charterers may order, provided the vessel is always afloat.

The said steamer is let for the sole use of the said charterers, and for their benefit for the space of four calendar months, commencing from the vessel being ready to take in coals on 1st August, at which date the vessel is to be at the disposal of the charterers, at
24 Liverpool, the charterers to have the option of continuing this charter for a further space of six months or less, at their option, giving owners one month's notice of same; the charterers to have the full and entire reach of the vessel's holds and usual places of loading, including passenger accommodation, sufficient room being reserved to the owners for the crew, necessary tackle, apparel, and furniture of the said vessel; and she is not to be required to load more than she can reasonably stow and carry over and above her tackle, provisions, and stores, &c.

The coals for the steam engines shall be supplied by and at the cost of the charterers, as also all port and dock charges, pilotages, and extra laborage that may be required in addition to the crew for loading and discharging; the stevedore to be appointed and paid by charterers, who are responsible for bad stowage, the owners finding all ship's stores for use of his crew, paying wages of the captain, officers, engineers, firemen, and crew, provisions, and insurance on ship, and necessary stores for the engine room—that is, oil, tallow, and waste.

The freight for the hire of the said steamer shall be paid as follows:

To be at the rate of thirty shillings sterling gross register ton per calendar month, payable monthly in advance, in cash, in London, and charterers to have the option of purchasing at an agreed on price. Owners to find all the necessary cabin utensils, bedding, table linen, and cutlery, for the accommodation of a full complement of cabin passengers, guaranteeing cabin accommodation for thirty passengers, two passengers in each state room, until the vessel is again returned by the charterers.

That in the event of loss of time by deficiency of men, (unless caused by death or sickness,) collision, want of stores, break-down of engines, want of repairs, or other cause appertaining to the duties of the owners, and the vessel becomes incapable of steaming or proceeding for more than forty-eight hours working hours, payment of hire to cease until such time as she is again in an efficient state to resume her voyage. Should any difference arise between the parties to this contract, either in principle or detail, the same shall be referred for arbitration, at London, to two persons, one to be chosen by each contracting party, with power for them to call in a third, and the decision of a majority shall be final and binding. The
25 acts of God, Queen's enemies, fire, and all and every other dangers and accidents of machinery, or of the seas, rivers, navigation, of whatever nature and kind, always mutually excepted. That in the event of the steamer being lost, the money advanced,

either by cash or bill, upon the current month, shall be returned in proportion to the number of days which she may not have completed of that month. Should the vessel, from break-down of engines, put into any other ports than those to which she is bound, the port charges, pilotages, &c., at those ports to be borne by charterers.

The captain to sign bills of lading as presented, without prejudice to this charter-party; to follow the instructions of charterers, or their assigns or consignees as regards loading, discharging, and departure; to be prepared with a list of all the necessaries, such as coals, &c., required on his arrival at ports of call; and to use all and every despatch possible in prosecuting the voyages, and the crew are to render all customary assistance with the vessel's boats, and also assist in the measurement, loading, and discharging of the cargo, as customary.

The charterers to have the right of keeping on board a supercargo during the continuance of this charter-party at their expense.

The owner to have a lien upon all freight and cargo for any hire that may be in arrear. And in the event of the said hire not being paid as above, the owner to have the liberty of terminating this charter-party, but still holding the charterers liable for the said hire of thirty shillings per ton per month.

The vessel to be delivered up to the owners, on the termination of this charter-party, at Liverpool.

Penalty for non-performance of this agreement, £ four months' hire.

The charterers to have the benefit of the half of all salvage to other steamers, vessels, or goods.

The captain to hoist any signal that may be required by charterers, and be employed in lawful trade.

The captain to attend, when required, the office of the charterers, or their order, to sign bills of lading. The captain to permit the charterers, their agent, or supercargo, when required, to take a true daily copy of log, showing the course of the steamer and distance run, and the consumption of coal, and to take every advantage of wind by using the sails, with a view to economize the expenditure of coal.

26 The usual commission of five per cent. is due to James R Bennett & Wake, 77 Cornhill, London, on the signing of this charter-party, month by month. The vessel to be consigned to the Companhia Lusitania, at Lisbon, and to their agents at all the ports of call, free of commission or charges of whatsoever kind, owners taking down bulkheads in after-cabin except last, making saloon an open one. Berths in 'tween decks aft to be taken down by owners, and the charterers allowed use of material forming same to put up berths for twenty second-class passengers. After-cabins to be properly painted a light color. Vessel to be ready for delivery to charterers on or before first of August next, or sooner, if ready. The coal bunkers in the hold available for cargo, if required.

It is distinctly understood and agreed between the parties to this charter-party that the owner does not provide any servants, stewards,

or any other party to wait upon the passengers or any one connected with the charterers.

Also, the owner agrees the ship may make any number of voyages she can, or the charterers may wish, during the four months or any portion of the further six months, or any portion of a month, calculating payment of freight to the day the ship is delivered to the owners in Liverpool.

Charterers to have the address of the ship in the various ports she may go to, but free from all charges of every kind to the owner. It is distinctly understood and agreed that the owner only provides provisions and water for his own crew; passengers, or their servants or followers, are to be found in everything eatable or drinkable, and in every other way, save as specified to the contrary, by the charterers.

7.

Paper No. 7, being a sealed package not yet opened, is not printed.

27 *Three promissory notes—unsigned.*

8

£ LIVERPOOL, *8th day of August*, 1864.

[CUT OF SHIP.]

Kellet & Sharpe, printers, 16 Oldhall street, Liverpool. [ONE PENNY STAMP.]

Ten days after
Sails in the ship or vessel called the Georgia, and doing duty on board from the port of Liverpool to Lisbon and west coast Africa, I promise to pay the said
or his order, the sum of pounds shillings and pence.

Paid at

EDWARD BATES,
9 *Rumford Place.*

9.

£ LIVERPOOL, *8th day of August*, 1864.

[CUT OF SHIP.]

Kellet & Sharpe, printers, 16 Oldhall street, Liverpool. [ONE PENNY STAMP.]

Ten days after
Sails in the ship or vessel called the Georgia, and doing duty on board from the port of Liverpool to Lisbon, and west coast Africa, I promise to pay the said or his order the sum of
pounds shillings pence.

Paid at

EDWARD BATES,
9 *Rumford Place.*

28

10.

£ LIVERPOOL, *day of* 186 .

[CUT OF SHIP.]

Kellet & Sharpe, printers, 16 Oldhall street, Liverpool. [ONE PENNY STAMP.]

Ten days after
Sails in the ship or vessel called the and doing duty on board from the port of Liverpool to Bombay, I promise to pay the said or his order the sum of pounds shillings and pence.

Paid at

EDWARD BATES,
9 *Rumford Place.*

11.

Paper No. 11, being a blank form, is not printed.

29

Letters.

12.

LIVERPOOL, 4 *Aug't*, 1864.

Messrs. Cresswell & Co., Lisbon.

DEAR SIRS: This will be handed you by Cap. Withycombe of my S. S. Georgia, which vessel I have chartered to yr. gov't. Any assistance you can render Capt. W. will be duly appreciated by me. Cap. Withycombe is my senior captain and I have the greatest confidence in him.

Yours res.,

ED. BATES.

Messrs. Cresswell & Co., Lisbon.
Pr. favor of Capt. Withycombe, S. S. Georgia.

13.

PORTUGUESE CONSULATE GENERAL 15, ST. MARY AXE,
London, 3d *Aug't*, 1864.
E. C.

To the captain commanding the steamer Georgia, Liverpool.

SIR: On receipt of this letter you will immediately proceed to sea, and sail with all possible despatch to Lisbon, where you will report yourself to the directors of the Companhia Lusitania, and deliver the packet of letters I send to you herewith.

I remain, sir, your most obedient servant,

F. J. VAN ZELERS,
Consul General.

30 14.

LIVERPOOL, 8 *August*, 1864.

Cap. W. F. Withycombe, S. S. Georgia.

DEAR SIR: The enclosed has just come to hand. You will proceed to Lisbon in accordance with yr. orders dated the 3d inst., as soon as you can. Wishing you a safe and pleasant trip.

I am, dear sir, yours respectfully,

EDWARD BATES,
Sole owner of the "Georgia" S. S.

15.

PORTUGUESE CONSULATE, 42 SOUTH JOHN STREET,
Liverpool, August 8th, 1864, 11.15 *a. m.*

E. Bates, esq, Liverpool.

Sir: I have just received a telegraph message from his excellency the Count De Lavradio, minister for Portugal in London, ordering the "Georgia" (S. S.) to sail at once.

I have the honor to be, sir, yours respectfully,

ALVARO CARNEIRO GERALDES,
Acting Consul for Portugal.

E. Bates, esq., 9 Rumford Place.
From the Portuguese acting consul.

31 *Deposition of William Richardson, in preparatorio.*

William Richardson, one of the persons found on board the alleged prize, "Georgia," being duly sworn and examined upon the standing interrogatories, in preparatorio, established by the court, November 27, 1863, deposes as follows:

1. To the first. William Richardson; forty-eight years old. I was born in Edinburgh, and now reside in Liverpool. I am married, and my family reside at Liverpool. I am and always have been a subject of the Queen of Great Britain.

2. To the second. I was present at the capture of the Georgia. I was second engineer on board that vessel. Her name is Georgia. That name is on her bow, and I think on her stern too. She is an iron screw steamer. I don't know her tonnage. Her horse-power is two hundred.

3. To the third: The capture was made on the coast of Portugal, about forty miles from Lisbon, on the fifteenth of July last, at ten o'clock in the morning. I don't know what reason was given for the capture. They say she had been a privateer, but I don't know whether she had been one or no. I suppose that was the reason of boarding us.

4. To the fourth. The capturing vessel was the United States gunboat Niagara. I don't know her size or armament, nor the number of her crew. She is a screw steamer.

5. To the fifth. The Georgia sailed under British colors. I am not aware that there were any other colors on board. I know nothing about her register.

6. To the sixth. No resistance of any kind was made or attempted.

7. To the seventh. I joined the Georgia in the river, at four hour's notice. I have never seen her before; I cannot say whether she had been a vessel of war or not. When I was on board, she was not a war vessel. She had no arms.

8. To the eighth. I don't know the number of the ship's company. In my department there were eighteen. These were Scotch
32 and Irish. They were shipped by the chief engineer, as I understood. I was the last thus shipped. They were all shipped at Liverpool.

9. To the ninth. Captain Widdecombe commanded her. I don't know his first name. I suppose he lives at Liverpool. I had never seen him before. He is an Englishman. I don't know how long he has resided at Liverpool. I don't know where his family live.

10th. To the tenth. I signed articles in Liverpool for a voyage from Lisbon to the west coast of Africa and back, not exceeding twelve months, at fourteen pounds a month. The chief engineer engaged me. He is James Anderson. I have known him for eighteen years. He was at Constantinople during the Crimean war. I saw him there. He returned from Constantinople to Liverpool about eight months since. He is a Scotchman. He came for me at my house, and I went with him to the Sailor's Home, where the articles were signed. He was in some service at Constantinople for some years.

11. To the eleventh. I did not see the owner of the vessel, nor any agent. She was already at sea and waiting when I was engaged. There was no cargo, excepting some coals belonging to the Portuguese government.

12. To the twelfth. I am not aware that the master, officers, or crew had any part or share in the vessel. I don't think they had. I am sure they had not.

13. To the thirteenth. She was bound from Liverpool to Lisbon, and from Lisbon to the west coast of Africa.

14. To the fourteenth. She had no cargo, except coals above mentioned. I suppose these were put on board at Liverpool, but I do not know the fact of my own knowledge. She had no contraband goods on board.

15. To the fifteenth. The Georgia sailed from Liverpool on the eighth day of July, 1864, bound on the voyage above stated. She did not touch at any port before the capture. I have no reason to know or believe that she had any other destination than I have stated. I heard them say, on board, among the men, that she was to carry mails and passengers between Lisbon and the west coast of Africa.

16. To the sixteenth. Edward Bates, of Liverpool, is the owner of the vessel. I heard this on board the vessel, and I saw it in the newspaper,—a New York paper. It was generally understood,
33 on board, that Mr. Bates was the owner. I know him by sight, or, at least, have seen him; but not since I was engaged for

this voyage. I have heard the chief engineer say that he is the owner. I did not know the other officers. I don't know who have been agents of the vessel.

17. To the seventeenth. I don't know of any bill of sale of the vessel. I never saw her until I was on board of her.

18. To the eighteenth. I don't know.

19. To the nineteenth. I don't know.

20. To the twentieth. I never saw the vessel until I joined her. I don't know whether she has been called by any other name, nor who have commanded her. I have not heard anything of her history or ownership.

21. To the twenty-first. There was no cargo, excepting some coals. I heard from the hands that the coals belonged to the Portuguese government. That is all I know about it. I can't say who shipped them, nor to where they were consigned.

22. To the twenty-second. I know only what I have already stated.

23. To the twenty-third. I know only what I have said.

24. To the twenty-fourth. They were Welsh coals.

25. To the twenty-fifth. I don't know.

26. To the twenty-sixth. I had nothing to do with the papers; and don't know what papers there were on board the vessel, nor what has become of them.

27. To the twenty-seventh. It is said that she was chartered to the Portuguese government. But this is hearsay. I never saw the charter party.

28. To the twenty-eighth. I do not believe that any papers were destroyed, burnt, torn, cancelled, concealed, or thrown overboard. I saw nothing of that sort done.

29. To the twenty-ninth. I don't know.

30. To the thirtieth. I suppose all the papers were handed to the prize-master. But I was in the engine-room at the time, and can't say of my own knowledge. I am not aware that any papers were, or could have been, carried away, excepting by him.

31. To the thirty-first. I know nothing about the papers.

32. To the thirty-second. I don't know.

34 33. To the thirty-third. Lisbon was not under blockade.

34. To the thirty-fourth. There was no blockade at Lisbon.

35. To the thirty-fifth. The Georgia had left Liverpool, but had not entered nor tried to enter any port.

36. To the thirty-sixth. No.

37. To the thirty-seventh. Not that I am aware of.

38. To the thirty-eighth. Not that I know of, nor have I heard of it.

39. To the thirty-ninth. I believe not.

40. To the fortieth. I suppose they ought to pay me, at home, up to the time of the capture. Commodore Craven desired one of us to stop, and come on in the vessel; and I was appointed. Commodore Craven promised me the same pay as the first assistant engineer in

the service. I suppose my pay at home stops at the time of the capture.

41. To the forty-first. I don't know.

42. To the forty-second. We have been obliged to use up all the coals for our voyage to the United States, and to put into Beaufort for more. This is all the cargo. We burned about eighteen tons a day, and were about thirty-two days getting to Beaufort. Bulk was not broken before the capture.

43. To the forty-third. We had no passengers. She was to have been fitted out in Lisbon for passengers.

44. To the forty-fourth. There were none.

45. To the forty-fifth. There were none.

46. To the forty-sixth. Not that I know of.

47. To the forty-seventh. She was steering her course for Lisbon, and had been so steering during the whole voyage.

48. To the forty-eighth. There was nothing of any of the articles here inquired of.

49. To the forty-ninth. Not on this voyage. I can't tell about former voyages.

50. To the fiftieth. I had no instructions about this matter.

51. To the fifty-first. Not that I know or have heard. I had known nothing about the vessel.

52. To the fifty-second. No.

53. To the fifty-third. There was no vessel in sight, except a Spanish merchant steamer, bound in, with passengers, and excepting of course, the Niagara.

54. To the fifty-fourth. There were only the "Niagara" and the Spanish steamer.

55. To the fifty-fifth. There were no other vessels except as above stated. I don't know precisely what signal distance is. There was nothing else in sight.

56. To the fifty-sixth. Not that I am aware of.

57. To the fifty-seventh. We saw the "Niagara" some time before we came up with her. She was lying directly in our track. We had heard that she was waiting for us. She fired a gun and we came alongside of her.

I wish to say in reference to my fifty-first answer, that I have heard since the capture, by the talk of the United States sailors, that the "Georgia" has been a privateer. I had not heard it before.

WILLIAM RICHARDSON.

Deposition of Thomas Hedgcock.—In preparatorio.

Thomas Hedgcock, one of the persons found on board the alleged prize, "Georgia," being duly sworn and examined upon the standing interrogatories in preparatorio established by the court, Nov. 27, 1863, deposes as follows:

1. To the first. Thomas Hedgcock, thirty-six years old. I was born in Deal. I am married, and my family live in Kingston upon Hull, that is my home. I am and always have been a British subject.

2. To the second. I was first officer of the "Georgia," and was present when she was captured. "Georgia" of "Liverpool," is on her stern. She is an iron screw steamer. I think her tonnage is five hundred and twenty-seven twenty-five hundredths. I don't know her horse power. I don't know where she was built.

36 3. To the third. The capture was made on the coast of Portugal; I don't recollect the latitude and longitude; she was off the Burling rocks; I don't know their bearings. She was from three to five miles from the rocks. I don't know what reasons were given for the capture. The captain went on board the "Niagara." It was on the sixteenth of August last.

4. To the fourth. The United States war vessel "Niagara" made the capture. I don't know whether she rates as a sloop or frigate. I don't know her size and armament.

5. To the fifth. The "Georgia" sailed under British colors. She had the Portuguese ensign on board, because she was chartered by the Portuguese government, as I understand. I believe the colors are all on board now. They were when she was captured. I don't know anything about her register.

6. To the sixth. No.

7. To the seventh. The "Georgia" was a merchant vessel.

8. To the eighth. I can't say what was the number of the ship's company. I don't know who engaged them. They were all shipped at Liverpool, and were all on board when she was captured. I don't know what countrymen they are.

9. To the ninth. Captain Withycombe commanded her during the whole voyage. He took possession of her at Liverpool. I don't know who gave him possession. I believe he is an Englishman. I have known him two or three years. I don't know in what part of the United Kingdom he lives.

10. To the tenth. I signed articles for the ship to go to Lisbon and thence to the west coast of Africa, (or northwest coast of Africa.) I was engaged by Edward Bates of Liverpool, and the engagement was made at the shipping office in Liverpool, August 5th, 1864.

11. To the eleventh. I saw only Mr. Bates. He told me that the voyage was to be the one I have mentioned.

12. To the twelfth. Not that I am aware of.

13. To the thirteenth. She was bound from Liverpool to Lisbon and thence to the northwest coast of Africa. Mr. Bates told me that the charter was for four months, or I so understood him, and to the Portuguese government.

14. To the fourteenth. She had nothing but coals and pro-
37 visions. They were put on board at Liverpool, I suppose. I don't know of my own knowledge.

15. To the fifteenth. I have stated all I know concerning the destination of the vessel. She left Liverpool on a Monday afternoon the eighth, and was captured on the next Monday, the fifteenth of August. She had not touched at any port.

16. To the sixteenth. I have heard that the vessel belongs to Edward Bates, esquire, of Liverpool. I heard this in Liverpool; that

Mr. Bates had bought her. I don't recollect that he told me so when he engaged me. I don't remember whether he did or not. I don't recollect that any one connected with the vessel has told me so. I have not seen the register. I don't know the agent or ship's husband of the vessel.

17. To the seventeenth. I know nothing of any bill of sale of the vessel.

18. To the eighteenth. I don't know.

19. To the nineteenth. I don't know.

20. To the twentieth. I had never seen the vessel until I joined her. I have not heard who owned her before, nor who has commanded her, nor what names she has been called by, if any.

21. To the twenty-first. I did not hear, and do not knew who owned the cargo, nor who shipped it.

22. To the twenty-second. I don't know.

23. To the twenty-third. I don't know.

24. To the twenty-fourth. I don't know what sort of contract it was.

25. To the twenty-fifth. I don't know.

26. To the twenty-sixth. I don't know what papers were on board the vessel, nor what has become of them. I had not the charge of them.

27. To the twenty-seventh. I have not seen any charter party. I understood from Mr. Bates that she was chartered by the Portuguese government.

28. To the twenty-eighth. All the papers, so far as I know, were taken on board the "Niagara," by the captain. I did not go with him. This is all I know of this matter.

29. To the twenty-ninth. I don't know.

38 30. To the thirtieth. Not that I know of.

31. To the thirty-first. I know nothing about the papers.

32. To the thirty-second. I don't know.

33. To the thirty-third. The port of Lisbon was not under blockade.

34. To the thirty-fourth. Lisbon was not under blockade.

35. To the thirty-fifth. We had not entered or attempted to enter any port. We had left Liverpool.

36. To the thirty-sixth. No.

37. To the thirty-seventh. No.

38. To the thirty-eighth. No.

39. To the thirty-ninth. Not that I know of.

40. To the fortieth. I have lost wages and time. I have no indemnity, nor the promise of any for this.

41. To the forty-first. I don't know. The coals were put on board before I joined the vessel.

42. To the forty-second. Bulk was not broken until the capture. Since that her holds have been cleared of coals, and they have been used up on the voyage to the United States, by order of Mr. Kimball, the prize master.

43. To the forty-third. No.

44. To the forty-fourth: No.

45. To the forty-fifth. No.

46. To the forty-sixth. Not that I am aware of.

47. To the forty-seventh. She was steering for Lisbon, and been so steering during the whole voyage.

48. To the forty-eighth. There was nothing of the sort.

49. To the forty-ninth. Not on this voyage. I don't know about former voyages.

50. To the fiftieth. I had no instructions upon this subject.

51. To the fifty-first. I can't say. I don't know.

52. To the fifty-second. We spoke no vessel before the "Niagara."

53. To the fifty-third. A French gunboat and an English steamer were in sight that day, but the latter not until after the capture. I don't know the name of the French vessel. The weather was hazy.

54. To the fifty-fourth. There were one or two little coasters, schooners, knocking about; no other vessels except the French gun-
39 boat. At the time of the capture it was still somewhat hazy, but beginning to clear up. I can't say how far you could see a vessel of the size of the "Niagara."

55. To the fifty-fifth. There were no vessels excepting these I have mentioned. Signal distance is as far as you can make out the signals with a glass. I can't say how far that would be, with the weather as it then was.

56. To the fifty-sixth. Not that I am aware of.

57. To the fifty-seventh. The Niagara sent an officer and armed boat's crew alongside, and, with Commodore Craven's compliments, desired the captain to go on board with his papers, which he did. He protested against leaving his ship at sea. When the captain was on board the Niagara, an officer with an armed boat's crew came alongside, and took possession of the ship.

THOMAS HEDGCOCK.

40 *Prize.—Interrogatories de bene esse.*

1. Please to state your name, age, rank, and office, and the service you are now on.

2. In what vessel were you, and in what capacity, at the time of the capture of the prize as to which you are now examined?

3. When and where was the capture made? Give the day and hour, and latitude and longitude as nearly as you can. What was the nearest land, and how did it bear, and what was its distance? Give the state of the weather and atmosphere, and the degree of light or darkness at the time of the pursuit and capture, and the opportunities for seeing distant objects.

4. What vessel was the actual captor of the prize and took possession of her? Describe that vessel, and state whether she was a steamer or sailing vessel, what her size, denomination, rig, horse-power, armament, number of men, weight of metal, and size and form of guns, and means of offence and defence, her ram or beak, if any, and of what material she was built, and anything tending to show her force for purposes of attack or defence.

5. State the same as to the prize.

6. Was any resistance made or any guns fired, or weapons used or any attempt at the same by the prize, or any attempt to run down or run against or otherwise injure any vessel engaged in the pursuit? If so, what?

(As to the following questions, from the 7th to the 16th inclusive, let the witness first state what he knows of his own knowledge,
41 and then anything he may have heard from the ship's company or passengers of the prize, and from whom.)

7. State all you know respecting the master, officers, seamen, or passengers of the prize, their nationality, residence, and occupation, especially whether any of them have been engaged in war against the United States, or reside in territory occupied by the enemies of the United States.

8. State any facts within your knowledge tending to show whether the prize was or was not attempting to violate blockade when taken, or had violated blockade on that voyage. State what blockade, and all you know tending to show whether the master or owners knew or had notice of the blockade. Also, state any facts within your knowledge tending to show whether such blockade existed and was or was not an effective blockade at the time of the capture and at the time of the violation or attempted violation of it.

9. State any facts within your knowledge tending to show whether or no there were any, and what, goods contraband of war on board the prize.

10. State any facts within your knowledge tending to show whether or no the prize was bound into or came from any and what place in the possession of the enemies of the United States.

11. State any fact within your knowledge tending to show the actual and bona fide national character of the prize; and any facts tending to show whether her register does or not show her true national character; and any facts tending to show who are the actual and bona fide owners of the prize vessel, or have any actual interest in her, in law or in equity, direct or indirect, with their residence; and any facts tending to show who have acted as ship's husband or agent for the prize, and their residence.

12. State any fact within your knowledge tending to show whether the ostensible master was the actual master.

13. State any facts within your knowledge tending to show whether the ostensible voyage and destination of the prize were or were not her actual voyage and destination, and what the same were.

42 14. State any facts within your knowledge tending to show who were actual and bona fide owners of and interested in the cargo or any part of it, and their residence; and whether the same was or was not property of enemies of the United States.

15. State any facts within your knowledge tending to show whether there is or not anything false or colorable in any of the ship's documents, or her log-book or papers relating to the vessel, cargo, or voyage, and what the same is, in full.

16. State anything you know as to whether any persons or papers

were concealed, or attempted to be concealed, on board the prize, or anything and what destroyed, thrown overboard or mutilated, or any attempt thereto.

17. State particularly all the part your vessel took in the pursuit or capture of the prize, giving times, places, and distances, as accurately as possible, and the state of the weather, atmosphere, and light at all times referred to.

18. What vessels of the navy were within signal distance of the vessel or vessels making the prize? What within sight? Please explain in what sense you use the words "within signal distance," and what kind of signals you refer to in this connection. What signals were generally used by your vessel and by the squadron at night? How far can you, in a clear night, discern and read such signals?

19. Where was your vessel at the time the prize was boarded and possession was taken of her? State your position and that of the prize when she was boarded, as to the nearest land, with its bearings and distance. Give the hour when you suppose the capture to have been effected. Were you within sight? Were you within signal distance? Please explain in what sense you use the words "within signal distance," in this connection. What signals did you, in fact, observe from the capturing vessel?

20. If your vessel was not within signal distance of the capturing vessel at the time of possession taken, how soon after possession taken did you come within signal distance? What signals do you
43 refer to in this answer? What was your distance from her when you first came within signal distance? What part of her did you first see?

21. Was your vessel within sight or signal distance of the vessel or vessels of the navy that made the prize at any time during the chase; and if so, at what time? Was she so when the prize was first sighted? Please state in what sense you use the words "signal distance" in this connection, and what kind of signals you refer to.

22. Did your vessel make signals to or receive signals from any and what vessels of the navy engaged in the chase or making the capture? If so, what signals and when, and was the chase in sight at the time? How far were you from the chase then? Were any guns fired, blue lights burned, or rockets thrown up, and by what vessels? Did you hear or see them, and when and where were you at the time? Did you know at the time from what vessel they came?

23. If your vessel was not within signal distance of the vessel or vessels making the prize, please state whether you make a claim to a share in the distribution of the prize money. If so, on what ground do you put your claim? Please state all the facts in relation thereto.

24. If you were not on board the capturing vessel, and say that you could have seen her signals if she had made any, state particularly what kind of signals you could have seen and how well. State particularly what reasons you have for saying that you could have seen such signals if they had been made. Define as accurately as

you can the position of your vessel and by reference to the land, if near the land, at the times to which you refer. What do you suppose to have been your distance from the capturing vessel at the times you refer to, and what are your reasons for so stating your distance?

25. Had any mode of signalling by guns or rockets been established or agreed upon, and known at the time of the capture both to you and to the other naval vessels in the neighborhood? If so, please to state what the signals by guns or rockets were, and what they signified. By what authority or agreement were they established?

26. If you were not on board the capturing vessel state when and from whom and in what manner you first learned that the
44 prize had been taken. Describe your position when you learned this fact, as accurately as you can and by reference to the land, if near it.

27. If you were not on board the capturing vessel, state what was the condition of your vessel at the time of the pursuit and capture as to her ability to get under way at once and to join effectively in the pursuit or capture if required.

28. Please state any other facts within your knowledge which you have not yet stated tending to show what vessels of the navy were or were not within signal distance of the vessel or vessels making the prize, or tending to show why they should or should not share in the distribution.

45 *Deposition of Edward McElmell, taken de bene esse, on interrogatories on pages* 40–44.

Edward McElmell, being duly sworn and examined upon the interogatories established by the court, Nov. 27, 1863, for witnesses examined de bene esse, or on the question of distribution, deposes as follows:

1. To the first. Edward Elmell, acting third assistant engineer in the navy, attached to the "Niagara," on special service. I am twenty-one years old.

2. To the second. I was in the "Niagara," as acting third assistant engineer, when the Georgia was captured.

3. To the third. The capture was made off the mouth of the Tagus—I don't know the exact place—on the 15th or 14th of August, 1864, at about ten o'clock in the forenoon. The weather was fair.

4. To the fourth. The "Niagara" made the capture. She is a first class frigate. I don't remember her exact size. Her horse power is about 2,500. She has twelve two hundred and fifty pounder Parrotts and eight howitzers. Her crew is five hundred and sixty. She is a wooden propeller steamer. Crew, five hundred and sixty.

5. To the fifth. The "Georgia" is an iron propeller steamer. I don't know her size nor her horse power. She was not armed.

6. To the sixth. I was on watch in the fire room and did not see the capture. I believe no resistance was made.

7. To the seventh. The first mate is an Englishman and the second engineer a Scotchman. These men came home with us, and are all that I know.

8. To the eighth. There is nothing known to me which would show that she was bound to any other port than Lisbon.

9. To the ninth. I know of no contraband goods on board.

10. To the tenth. She was bound from Liverpool for Lisbon.

11. To the eleventh. She was flying the English flag; that is all I know.

46 12. To the twelfth. I saw the master, but don't recollect his name. I believe he was the real master as far as Lisbon. There the mate was to take his place, as the mate told me.

13. To the thirteenth. That I know nothing about.

14. To the fourteenth. There was only coal and some liquor in her, and two spare propellers. I don't know who owned these articles.

15. To the fifteenth. I don't know. I did not see the papers.

16. To the sixteenth. I know of nothing.

17. To the seventeenth. I heard the report that the "Georgia" was in sight. I was in the fire room. The engines were stopped, and I went on deck. I went below again, and remained there until twelve o'clock. I did not see the capture. I heard a gun fired by us.

18. To the eighteenth. I believe there were no vessels of the navy within signal distance. I saw none at any time when I was on deck, and did not hear of any.

19. To the nineteenth. I don't know. I was not on deck at that time.

20. To the twentieth. Our vessel made the capture.

21. To the twenty-first. Our vessel made the capture.

22. To the twenty-second. Not to my knowledge.

23. To the twenty-third. Our vessel made the capture.

24. To the twenty-fourth. I was on board the capturing vessel.

25. To the twenty-fifth. Not to my knowledge.

26. To the twenty-sixth. I was on board the capturing vessel.

27. To the twenty-seventh. I was on board the capturing vessel.

28. To the twenty-eighth. I know of nothing more on this poin t.

E. McELMELL,
Acting Third Ass't Engineer.

47 *Deposition of Edward Thompson, taken de bene esse, on interrogatories on pages* 40–44.

Edward Thompson, being duly sworn and examined upon the interrogatories established by the court, Nov. 27, 1863, for witnesses examined de bene esse or on the question of distribution, deposes as follows:

1. To the first. Edward Thompson; twenty-four years old; acting master's mate in the navy; attached to the Niagara, on special duty.

2. To the second. I was acting master's mate on board the Niagara when the Georgia was captured.

3. To the third. The capture was made on the fifteenth of August last, near the mouth of the Tagus river. Land was in sight about twenty miles to the eastward. I don't know the latitude and longitude exactly. The capture was made at about ten o'clock in the forenoon. It was fine weather and clear. There may have been a haze in the morning, but when we captured her it was clear.

4. To the fourth. The Niagara was the actual captor. She is a first class frigate in our navy. She is a wooden propeller steamer of about four thousand five hundred tons. She had twelve large guns, two hundred pounders, I believe, and six howitzers on deck. I don't know the calibre of the latter. We had nearly six hundred men, all told.

5. To the fifth. The Georgia is an iron propeller steamer of four hundred and twenty-seven and twenty-five-hundredths tons, as she is marked; she had about thirty-five men; she was not armed.

6. To the sixth. No.

7. To the seventh. I only knew of the two that were brought home with us, namely, the mate and second engineer. One of these was English and the other was Scotch.

8. To the eighth. I don't know that she was intending to violate blockade, or had done so on this voyage. I have no reason to suppose that she had any such intention.

48 9. To the ninth. I don't know of any contraband goods on board.

10. To the tenth. I heard that she was bound from Liverpool to Lisbon, to fit out for a four months' voyage to the coast of Africa. This was the report of the officers whom we brought home. I know of nothing to contradict this report.

11. To the eleventh. The officers said she was owned by Mr. Bates of Liverpool. I don't recollect his given name.

12. To the twelfth. I don't recollect the master's name. I have no reason to know or believe that he was not the real master.

13. To the thirteenth. I know of nothing, except that she was evidently bound to Lisbon.

14. To the fourteenth. There was no cargo except coal. I heard from the officers above referred to that it was owned by the Portuguese government.

15. To the fifteenth. I knew nothing about the papers or documents of the vessel.

16. To the sixteenth. I saw a leaf a log book which was found in the between decks, which spoke of the destruction of a ship bound from Calcutta to Boston; but when this leaf was put where it was found, I can't say. I did not see it found.

17. To the seventeenth. Our vessel fired two blank cartridges and the Georgia hove to. We sent a boat that brought the captain and his papers on board, and we then took possession. There was no pursuit. We were lying nearly on her course, and fired as she came towards us. The place and weather I have above stated.

18. To the eighteenth. There was no vessel of the navy within signal distance, and none in sight. Signal distance is the distance at which we can exchange signals by flags in the day time. In a clear day like that, this distance would be about ten miles, I suppose.

19. To the nineteenth. We were within hailing distance of the Georgia at that time.

20. To the twentieth. Our vessel was the actual captor.

21. To the twenty-first. Our vessel made the capture.

22. To the twenty-second. We did not make or receive any signals on that day.

23. To the twenty-third. Our vessel made the capture.

49 24. To the twenty-fourth. I was on board the capturing vessel.

25. To the twenty-fifth. No.

26. To the twenty-sixth. I was on board the capturing vessel.

27. To the twenty-seventh. I was on board the capturing vessel.

28. To the twenty-eighth. There is nothing more.

EDW. THOMPSON,
Acting Master's Mate.

50 *Deposition of Joshua W. Buck, taken de bene esse, on interrogatories on pages* 40–44.

Joshua W. Buck, being duly sworn and examined upon the interrogatories established by the court, Nov. 27, 1863, for witnesses examined de bene esse or on the question of distribution, deposes as follows:

1. To the first. Joshua W. Buck; twenty-three years old; acting third assistant engineer in the navy; attached to the Niagara, now on service in Europe.

2. To the second. I was serving in the capacity aforesaid, on board the Niagara, when the Georgia was captured.

3. To the third. The capture was made on the fifteenth of August last, at about nine o'clock in the morning, about forty miles out from Lisbon. I don't know the latitude and longitude. It was a pleasant morning, and clear weather.

4. To the fourth. The Niagara made the capture. She is a first class frigate in the navy, of about four thousand five hundred tons, and twenty-five hundred horse power. She carries twelve two-hundred pounders, rifled, and several small guns, howitzers. I don't know how many. She had four hundred and sixty-nine or five hundred and sixty-nine enlisted men, I am not sure which, and thirty-five officers.

5. To the fifth. The prize is four hundred and twenty-seven and one-quarter tons. She is an iron propeller steamer, not armed; her horse power is about two hundred and seventy-five. She had about twenty-eight men before the mast.

6. To the sixth. No resistance of any kind was made or attempted.

7. To the seventh. They were all Englishmen, what I saw of them.

8. To the eighth. I have no knowledge or information of any attempt or intention to violate blockade on this voyage.

9. To the ninth. There was nothing but coal on board, besides the provisions for the men.

51 10. To the tenth. She was on a voyage from Liverpool to Lisbon. I have no reason to believe that she was bound to any other port.

11. To the eleventh. The mate of the "Georgia" told me that Edward H. Bates, of Liverpool, owned her, or Edward Bates. I have no reason to doubt this statement.

12. To the twelfth. I don't know the captain's name. I saw the captain. He appeared to be the actual as well as ostensible master.

13. To the thirteenth. I know of nothing to show any different voyage from the apparent one from Liverpool to Lisbon.

14. To the fourteenth. The mate said that the coal, which was all her cargo, belonged to the Portuguese government.

15. To the fifteenth. I know nothing about her papers.

16. To the sixteenth. I know nothing on these points.

17. To the seventeenth. I was below at the time of the capture, and do not know the details of it. I was ordered on board of the "Georgia," and in coming on our deck I saw the captain of the "Georgia" there. He had some papers with him. This was just after the capture.

18. To the eighteenth. There was no vessel of the navy within signal distance of us or of the prize at the time of capture. There was none in sight. I suppose signal distance, by day, is about seven miles, from what I can understand. I never saw any experiments tried to ascertain the distance. I refer to the time that I came on deck.

19. To the nineteenth. Our vessel lay at the distance of about three hundred yards from the "Georgia" when I went on board of the latter.

20. To the twentieth. Our vessel made the capture.

21. To the twenty-first. Our vessel made the capture.

22. To the twenty-second. We did not make or receive any signals, so far as I know or have heard. I was below during most of the time.

23. To the twenty-third. I was on board the capturing vessel.

24. To the twenty-fourth. I was on board the capturing vessel.

25. To the twenty-fifth. I do not know of any system or mode of signalling by guns or rockets.

52 26. To the twenty-sixth. I was on board the capturing vessel.

27. To the twenty-seventh. I was on board the capturing vessel.

28. To the twenty-eighth. There was no vessel of the navy in sight when I came on deck.

J. W. BUCK,
Acting Third Assistant Eng., U. S. N.

53 *Testimony of Frith B. Atkinson, taken de bene esse, to interrogatories on pages* 40–44.

Frith B. Atkinson, being duly sworn, and examined upon the interrogatories established by the court, November 27th, 1863, for witnesses examined de bene esse or on the question of distribution, deposes as follows:

1. To the first. Frith B. Atkinson; twenty-three years old; acting master's mate in the navy; attached to the "Niagara," on special duty in Europe.

2. To the second. I was in the same vessel in the same capacity when the "Georgia" was taken.

3. To the third. The capture was made on the fifteenth of August last, between nine and ten o'clock in the morning, off the coast of Portugal. Land was in sight some fifteen miles off; I don't remember the precise direction in which it bore. I don't know the latitude and longitude. It was somewhat hazy early in the morning. It was clearing up when we sighted the "Georgia." She was sighted from the mast-head at a distance of six or eight miles.

4. To the fourth. The "Niagara" made the capture. She is a United States armed vessel rating as a frigate; a wooden propeller steamer, of over four thousand tons burden, carrying between five hundred and six hundred men, and twelve two hundred pounder Parrott rifles and four boat howitzers; these last were twelve pounders.

5. To the fifth. The "Georgia" is four hundred and forty-seven and twenty-five hundredths tons of British register. She is an iron propeller steamer. She had between thirty and forty men. She was not armed.

6. To the 6th. No resistance was made or attempted.

7. To the 7th. So far as I know or can judge, the master, officers, and seamen of the prize were British by nationality. There were no passengers.

54 I have heard the second engineer say that he has been in two blockade runners, but I am not aware that any of the officers or men have been in arms against the United States, or reside in hostile territory.

8. To the eighth. I know of nothing tending to show that the prize had violated blockade, or intended to do so, on this voyage.

9. To the ninth. I don't know of any contraband goods on board.

10. To the tenth. Her voyage was, apparently, from Liverpool to Lisbon, and I know of nothing tending to throw doubt in its being the real voyage.

11. To the eleventh. She is said to be owned by a Mr. Bates, a large ship owner in Liverpool, who bought her auction. This was the story of the officers of the "Georgia" whom we brought home. I know of no reason to doubt this story.

12. To the twelfth. I saw her master. We left him on board the Niagara, when we parted company. I forget his name. I have no doubt that he was the only and actual master.

13. To the thirteenth. In my answer to the tenth interrogatory I have said all I know on this point.

14. To the fourteenth. There was no cargo.

15. To the fifteenth. I know nothing about her papers. I never saw them; and have heard nothing about them.

16. To the sixteenth. I know of nothing of this sort.

17. To the seventeenth. After the steamer was reported, we bore away for her, and when we got near enough fired across her bows and she stopped. We sent a boat aboard and her master came on board with his papers, and we took possession. It was clear at that time.

18. To the eighteenth. No vessels of the navy were within signal distance; none were in sight. Signal distance, I suppose, would be two three miles on that day. That is about the ordinary distance.

19. To the nineteenth. Our vessel was close to the prize.

20. To the twentieth. Our vessel made the capture.

21. To the twenty-first. Our vessel made the capture.

22. To the twenty-second. No.

23. To the twenty-third. Our vessel made the capture.

24. To the twenty-fourth. I was on board the capturing vessel.

55 25. To the twenty-fifth. Not that I know of.

26. To the twenty-sixth. I was on board the capturing vessel.

27. To the twenty-seventh. I was on board the capturing vessel.

28. To the twenty-eighth. Nothing that I knew of.

F. B. ATKINSON,
Act. Master's Mate.

56 *Deposition of Jacob Kimball, taken de bene esse, on interrogatories on pages* 40–44.

Jacob Kimball, being duly sworn and examined upon the interrogatories established by the court, Nov. 27, 1863, for witnesses examined de bene esse or on the question of distribution, deposes as follows:

1. To the first. Jacob Kimball; forty years old; acting master in the navy, now attached to the Niagara, which is on special service.

2. To the second. I was in the same vessel, and in the same capacity, when the Georgia was captured.

3. To the third. The capture was made on the 15th day of August, last, off the coast of Portugal, about twenty-five miles west from Lisbon. I don't know the latitude and longitude exactly. It was about ten o'clock in the forenoon, and the weather was fine.

4. To the fourth. The Niagara made the capture. She is a first class frigate, a wooden propeller steamer of about 4,800 tons, carrying twelve two hundred-pounder rifles, and five howitzers, some of which are twelve-pounders, and some twenty-fours. She had about five hundred and sixty men; 1,600 horse power.

5. To the fifth. The Georgia is an iron propeller steamer of four hundred and twenty-seven tons English register. She had a crew of about nine before the mast, and some firemen and coalmen; perhaps

twenty, all told. I don't know her horse power. She was not armed.

6. To the sixth. No resistance, nor attempt at resistance, was made.

7. To the seventh. I know nothing about the officers and men; did not speak to one of them, except Mr. Hedgcock and Mr. Richardson, who came home with us. One of these is English, and the other Scotch.

57 8. To the eighth. She was not attempting to violate blockade, nor had done so on this voyage, so far as I know or believe.

9. To the ninth. I know of nothing of the sort.

10. To the tenth. She purported to be bound from Liverpool to Lisbon, and thence to the coast of Africa. I know of nothing to show that this was or was not the real voyage, except that she was on the course for Lisbon when first seen.

11. To the eleventh. She was under the English flag. This is all I know.

12. To the twelfth. Captain Withycombe was her real master, so far as I know.

13. To the thirteenth. I know nothing further than I have stated on this point.

14. To the fourteenth. There was no cargo on board excepting coals. I was told by Mr. Hedgcock, the mate, that part of it belonged to the Portuguese government, and part to the owners of the vessel.

15. To the fifteenth. I know nothing about the papers, as to their fairness or otherwise. No log-book was found on her. The mate said he had one of his own, but would not give it up. I tried to buy it of him, but he would not sell. I afterwards found a regular official log-book, but no entries had been made in it, excepting the names of the crew. It was stowed underneath a berth in the captain's room.

16. To the sixteenth. Not that I know of.

17. To the seventeenth. At nine o'clock in the morning we saw the Georgia coming down the coast, apparently steering for Lisbon; fired a blank cartridge from a howitzer to heave her to; she not stopping immediately, fired a second blank cartridge, and she hove to; sent an armed boat, with an officer, and brought the captain on board of our vessel. We then took possession. The weather was fine.

18. To the eighteenth. No vessel of the navy was within signal distance; none in sight. Signal distance, by day, is as far as you can read the signal flags with a common glass. It is two or three miles.

19. To the nineteenth. We were within half a mile of her.

20. To the twentieth. Our vessel made the capture.

21. To the twenty-first. Our vessel made the capture.

58 22. To the twenty-second. We did not make or receive any signals.

23. To the twenty-third. Our vessel made the capture.

24. To the twenty-fourth. I was on board the capturing vessel.

25. To the twenty-fifth. I know of no mode of signalling by guns or rockets.

26. To the twenty-sixth. I was on board the capturing vessel.

27. To the twenty-seventh. I was on board the capturing vessel.

28. To the twenty-eighth. There was no vessel of any kind in sight at the time of the capture. An English mail steamer passed near us soon after.

JACOB KIMBALL,
Acting Master, Commanding Prize Steamer Georgia.

59 *The Georgia.—Prize.*

MASSACHUSETTS, *ss:*

OCTOBER, 1864.

Additional interrogatories to be addressed to the prize crew put on board the said vessel:

1. Do you know any facts, not heretofore testified to by you, tending to show whether the Georgia had ever been an armed vessel in the employ or owned by the rebel or Confederate States? If so, please state the same in full, with specifications of owners and dates.

2. Were there any signs of the steamer Georgia having been an armed vessel before this voyage? If so, state them in full.

3. Did you hear anything said by the commander or other officers of the Georgia as to whether she had been a cruiser in the rebel service? If so, what? Or by any one in their presence, and what was it, and what reply, if any, did they make thereto?

4. Did either the mate or the engineer, who were taken in the Georgia and brought here in her, perform services on board in the voyage to port? If so, what services, and for what time? Was any promise of compensation made to them, or either of them? and if so, by whom, and what promise? What was the value and character of the services rendered, and what, in your judgment, was a fair compensation therefor?

Oct. 11, 1864. The foregoing interrogatories were approved and adopted by the court.

Attest: S. E. SPRAGUE, *Clerk.*

A true copy.

Attest: S. E. SPRAGUE, *Clerk.*

Upon the foregoing interrogatories I have taken the depositions of Jacob Kimball, Edward Thompson, J. H. Buck, E. McElmell, and F. B. Atkinson.

J. LOWELL, *Prize Com'r.*

60 *Deposition of Edward McElmell, taken on special interrogatories on page* 59.

E. McElmell, one of the persons claiming to share in the prize "Georgia," being duly sworn and examined upon the special interrogatories ordered by the court in this cause, deposes as follows:

1. To the first. I do not know any facts, of my own knowledge, upon this matter.

2. To the second. There were tracks on her deck at the time of the capture, showing that pivot guns had been mounted on her, both forward and aft.

3. To the third. I heard the mate, Mr. Hedgcock, say that the Vanderbilt had tried to catch this vessel without success. and the Mohican too. He did not say how he knew these facts. It was on the voyage home that he said this. He said that she was then the privateer "Georgia."

4. To the fourth. The engineer stood watch in the engine-room during all the voyage until we got into Beaufort. From there to New London he did not do duty. From New London to New Bedford he did duty again. Mr. Hedgcock served out medicines to our sick men all the way across. There were several sick men, I can't say how many. Sometimes they would come for medicine, and sometimes they would not. He took the observation every noon, but whether for the use of the vessel I can't say. I don't know whether any promise had been made to them, or either of them, for compensation.

E. McELMELL,
Acting 3d Assistant Engineer.

61 *Deposition of Edward Thompson, taken on special interrogatories on page 59.*

Edward Thompson, one of the persons claiming to share in the prize "Georgia," being duly sworn and examined upon the special interrogatories ordered by the court in this cause, deposes as follows:

1. To the first. It is evident that there have been pivot guns, one aft and one forward. The marks are plainly to be seen where those guns were. I can't say who owned her when she was an armed vessel.

2. To the second. I have already stated that there are marks of pivot guns. The marks are the circles where the guns traversed.

3. To the third. Mr. Hedgcock, the mate of the "Georgia," said in my presence, on board the vessel, that the "Georgia" had burned two American vessels in sight of one of our cruisers. He did not say how he knew this. I heard him mention this several times on the passage home. It was often referred to in the presence of Mr. Hedgcock and Mr. Richardson that the "Georgia" had been a confederate cruiser. It was assumed as an undoubted fact. They never denied it that I know of, but assumed it to be so.

4. To the fourth. The engineer, Mr. Richardson, performed regular duty in the engineer department.

Mr. Hedgcock had charge of the medicine chest. Perhaps he may have dealt out two doses a day on the average, including the whole voyage to New Bedford, but I can't say accurately.

I don't know anything about any promise as to their compensation.

EDW. THOMPSON, *A. M. Mate.*

62 *Deposition of Joshua H. Buck, taken on special interrogatories on page* 59.

J. H. Buck, one of the persons claiming to share in the prize "Georgia," being duly sworn and examined upon the special interrogatories ordered by the court in this cause, deposes as follows:

1. To the first. When I was on board the "Mohican," on the twenty-seventh of April, 1862, at Port de Grand, Cape de Verde Islands, the "Georgia" came to the mouth of the northeast passage. She was under the Portuguese flag. She saw the "Mohican" lying there and turned round and raised the English flag and went out again. I am confident it was the same vessel, by her looks. We attempted to pursue but missed her. I did not see any armament on board of her at that time. I looked at her with a glass, at four miles distance. On the twentieth of the next month, (May, 1862,) when we went to Brazil, we heard she was in company with the "Alabama." But I never saw her again until we captured her.

2. To the second. When we captured the "Georgia" there were marks of two pivot guns, one forward and one aft, marks of their tracks, and there were heavy oak stanchions, eight or ten of them, under the deck, apparently to support the guns. These marks are still visible.

3. To the third. Mr. Hedgcock, the mate, told me that he said to Mr. Bates, the owner of the vessel, that he would not go in her, unless she was to pursue a legal course. The mate and engineer spoke of having heard of her having been a rebel cruiser. They did not appear to know anything about it of their own knowledge.

4. To the fourth. The engineer, Mr. Richardson, performed the services of an engineer on board the prize until we got to Beaufort. Between Beaufort and New London he did no duty. From New London to New Bedford he again did duty.

Mr. Hedgcock, the mate did not perform any duty that I
63 saw, except that he gave some medicines to the men who were on the sick list. He did this the whole passage.

I don't know whether or not there was any bargain or promise concerning their compensation.

J. W. BUCK,
Act. 3d Ass't. Eng., U. S. N.

64 *Deposition of F. B. Atkinson, taken on special interrogatories on page* 59.

F. B. Atkinson, one of the persons claiming to share in the prize "Georgia," being duly sworn and examined upon the special interrogatories ordered by the court in this cause, deposes as follows:

1. To the first. I do not, of my own knowledge, know anything upon this point.

2. To the second. It is evident that she has mounted guns some-

time. There are tracks or marks of pivot gun circles and bolts. And she had been strengthened under the after pivot, or place where there appears to have been a pivot gun, by four or six uprights, and part of her bulwarks unship low enough to use a gun, opposite the places where guns appear to have been. This is the same forward and aft.

3. To the third. I have heard the mate, who came home with us, say that she had been a confederate boat, and had burned our vessels in sight of our own cruisers, the Vanderbilt. That is his talk; whether he knows anything about it or not I can't say. It was talked about a good deal on the passage here. They used to discuss with us the question whether she was a legal prize. I can't say that the mate and engineer assumed to have any greater knowledge on the matter than we had.

4. To the fourth. The engineer was on duty, except between Beaufort and New London, during all the voyage. I don't know why he was off duty then. He was not sick.

Mr. Hedgcock used to work the ship's reckoning; but whether it was as duty or not, I can't say. He did it every day. At least he used to take the time sights. I am not sure that he worked the reckoning entirely. He served out medicines about twice a day to the sick men. There were some half dozen of them. How many of them took medicine I don't know.

I don't know whether Mr. Hedgcock or Mr. Richardson had any promise of pay.

F. B. ATKINSON,
Act. Master's Mate.

65 *Deposition of Jacob Kimball.—Taken on special interrogatories on page* 59.

Jacob Kimball, one of the persons claiming to share in the prize Georgia, being duly sworn and examined upon the special interrogatories ordered by the court in this cause, deposes as follows:

1. To the first. There are marks on the Georgia's deck where circles for pivot guns, one forward and one aft, had been fastened, and places where the sockets made to receive the bolts which secure pivot guns have been removed from the deck, and the holes plugged up, and extra stanchions to support the deck under the same places. These show that the Georgia has carried two pivot guns, but in what service I cannot say of my own knowledge.

2. To the second. In my last answer I have stated all I know on this point.

3. To the third. I never heard anything said on this subject by the officers of the Georgia, or the commander, or either of them, nor in their presence.

4. To the fourth. The engineer, Mr. Richardson, was ordered to proceed in the vessel and do duty, as I understood. At all events he did duty in the engine room during all the voyage. He did regular engineer's duty.

Mr. Hedgcock, the mate, did nothing, except that he sometimes gave a man a dose of medicine. He had the key of the medicine chest, and the surgeon of the Niagara asked him to administer the medicines. He had a book belonging to the medicine chest, and he had the ordinary knowledge which a man acquires as an officer at sea in the merchant service. He did no duty whatever, except as above stated, and stood no watches.

The engineer told me that the commodore (Craven) promised him the pay of a third assistant engineer.

66 I brought home four sick men from the Niagara, and they were dosed on an average about one man a day. From Hampton Roads I had seven or eight sick men, each of whom he dosed every day. The mate did not say that any promise had been made to him, except that the commodore told him to go to the United States, and it would be all right.

JACOB KIMBALL,
Act'g Master, Commanding Prize Steamer Georgia.

67 *Deposition of Timothy G. Canty.* Cross Int. 49

Timothy G. Canty, being duly sworn and examined upon special interrogatories and cross-interrogatories propounded by the counsel of the respective parties, deposes as follows:

Int. 1. Please to state your name, age, and residence.

Ans. Timothy G. Canty; twenty-two years old; I reside at New Bedford.

Int. 2. How long have you lived there?

Ans. I was born there; it has been my residence always.

Int. 3. Have you parents residing there?

Ans. Yes.

Int. 4. How many years have you been at sea, whether in the navy or merchant service?

Ans. In the neighborhood of twelve years, including the time I have been ashore, since I first started; partly in the merchant service, and partly in the navy.

Int. 5. Have you seen the prize steamer Georgia, now lying at New Bedford?

Ans. Yes.

Int. 6. Do you or not recognize her as one you have seen before?

Ans. I recognize her as one I have seen before.

Int. 7. When did you see her in New Bedford?

Ans. I saw her in New Bedford on Saturday last; I passed by her then; I have seen her several times within the past four or five weeks. I was on board of her on Christmas day.

Int. 8. What inspection or examination did you make of her?

Ans. I went aboard of her partly to show her to a shipmate of mine, who was with me in the Kearsarge. I examined her from the forecastle to the cabin, and down to the berth deck, as a seaman does a ship. I examined her throughout to show him.

Int. 9. State when and where did you first see her before.

Ans. I first saw her near the rock or island of Trinidad, near the east coast of Brazil, some time in the latter part of June, eighteen hundred and sixty-three. I think that was the time.

68 Int. 10. What vessel were you in, and where did you join that vessel, and where go in her before meeting the Georgia?

Ans. I was in the Constitution, of New York. I joined her in Philadelphia, as seaman, for a voyage to Shanghai, and we were on that voyage when we met the Georgia.

Int. 11. What cargo had the Constitution?

Ans. Coal.

Int. 12. State all the circumstances of meeting the Georgia.

Ans. Just past eight bells, in the morning watch, raised a sail on the northeast end of Trinidad. When I first saw her she was in pursuit of other vessels. She steered after us, and fired a gun. She fired another, and we took no notice of it. She fired a third with shot. We backed our main yard, and she came up under our port quarter, and asked us what ship, and where bound; told us to heave to on the starboard tack. We were hove to at the time on the port tack, and did not notice his order. Lieutenant Evans came aboard, went into the cabin, and took our captain aboard the Georgia. They both returned on board, and gave orders to steer for Trinidad, which we did, and brought to anchor on the east side, in fifteen fathoms of water. Furled our sails, and she came alongside of us, made fast, and began to take in coals. She kept a prize crew aboard of us at night, and at intervals would chase other vessels. Afterwards, it being rough, she took coal out in boats. She took in all about one hundred and fifty to two hundred tons. Sunday morning raised the ship Prince of Wales, chased her, and captured her as a prize, and ransomed her for forty thousand dollars. We had orders then to proceed on board the Georgia, with our baggage, and those who did not wish to join the Georgia for the bounty might proceed on board the Prince of Wales. I joined her, and so did five others of our crew. I shipped in her under the name of the Georgia, a Confederate States man-of-war, the Confederate States steamer or man-of-war. They then burned the Constitution at her anchorage. Some three or four days after the Prince of Wales was ransomed, after taking out of her what they wanted, provisions and rigging and sails.

Int. 13. Who burned her, and how?

Ans. Two boats of us went alongside and built fires, one in the house on deck, one in the cabin, and three down between

69 decks, set them afire, and shoved off; then beat to quarters, and fired at her shot and shell for exercise.

Int. 14. Where did the master, officers, and rest of the crew of the Constitution go?

Ans. They went on board the Prince of Wales.

Int. 15. How long before the Constitution was burned did the Prince of Wales sail?

Ans. A matter of three or four days, I cannot be sure.

Int. 16. Had you joined the Georgia when the Constitution was burned?

Ans. Yes.

Int. 17. What flag and papers did the Consitution sail under?

Ans. The United States flag and papers.

Int. 18. What the Prince of Wales?

Ans. She hoisted American colors, and hailed from Bath, in Maine. I did not see her papers.

Int. 19. Who gave the directions for burning the Constitution, and who superintended it?

Ans. Lieutenant Evans gave us the orders, and superintended the burning.

Int. 20. Did you sign articles when you joined the Georgia? Where did you sign? Who was present?

Ans. Yes, sir, I signed on the port side of the engine house. Lieutenant Chapman, the executive officer, was present, and the purser, both of the Georgia.

Int. 21. Please to describe the articles, and all you remember that was on them.

(Objected to by Mr. Fiske for claimants.)

Ans. They were headed, mostly, as any other articles of a man-of-war. They read it out to us. What I understood was, that we shipped on board the Confederate States steamship Georgia; wages, four pounds ten a month, ten pounds bounty; for the term of three years, unless sooner discharged.

Int. 22. Who were her officers?

Ans. Captain Murry, First Lieutenant Chapman, Second Lieutenant Evans, a passed midshipman named Walker, the third
70 lieutenant was an Englishman, whose name I don't recollect; a master's mate named Hunt.

Int. 23. Had any of these officers been in the United States navy before the rebellion broke out?

(Objected to.)

Ans. Yes. Lieutenant Chapman had been in the Savannah. I think, on reflection, it was the Brooklyn. Master's Mate Hunt was in the Japan expedition, but in what ship I don't know. One of the officers told me that Lieutenant Evans had been in the Niagara.

(Answer objected to.)

Int. 24. What were your means of knowledge?

Ans. I had several communications with the master's mate and Midshipman (or Passed Midshipman) Walker. Walker had graduated at the Naval Academy. I had it too from several who had been their shipmates.

Int. 25. What armament had the Georgia, and how many men?

Ans. She had two twenty-four-pounder Whitworth rifles on the poop or quarter deck; two sixty-eight-pounders, rifled, between the mainmast and engine house; and one one hundred and five or one hundred and ten-pounder rifle, I don't know which, aft of the foremast and forward of the bridge. This was a pivot gun. The two sixty-eight-pounders worked on pivot carriages, but were used as broadside guns. There were several English Enfield rifles, revolvers, and cutlasses. I can't tell the number of the crew, but think in the neighborhood of seventy-five, including all when I left.

Int. 26. What countrymen were her crew chiefly?

Ans. They were mostly British subjects. There were some Portuguese, French, Spaniards, Italians, Germans, Dutch, and a few Americans, very few.

Int. 27. Did she fly a flag when she fired at the Constitution, and what flag?

Ans. Yes, sir, she flew the stars and bars, the flag I had seen hoisted on rebel fortifications at the south, and on the Merrimack.

Int. 28. State shortly what you did and where went in the Georgia.

Ans. We left Trinidad, and steered for Simonds' Bay. Recruited ship, and went to sea again. Boarded the ship James Woart, a clipper ship, which, I think, hailed from Bath, Maine, and ran-
71 somed her for forty thousand dollars. Proceeded on easy sail to the northward. Spoke several ships; and to the southward of Cape de Verd took the ship Bold Hunter, of Boston, and burned her. Thence came to Teneriffe, and anchored off the town of Vera Cruz. Recruited ship, and I left her there. I am not sure whether the ship was named Bold Hunter or Gold Hunter.

Int. 29. How did you leave her, and at what time?

Ans. I left her about nine o'clock on Saturday night. I dropped over the port head with the assistance of a line, and swam ashore.

Int. 30. When in Simon's Bay, did the Georgia fly her confederate flag, and were there any salutes?

Ans. She flew the confederate flag, but there were no salutes fired.

Int. 31. Did Captain Murry communicate with the authorities on shore?

Ans. Yes, sir.

Int. 32. What voyages did you make after leaving the Georgia, and in what vessels?

Ans. I went on board a brig belonging to Yarmouth, Nova Scotia —I forget her name—bound to Malaga, and thence to New York. At New York shipped on board the English barque Bolivia, of Sunderland, and went to Cadiz. There shipped in the United States steamship Kearsarge; stayed in her until she went out of commission in Boston, last November.

Int. 33. Were you on board the Kearsarge at her fight with the Alabama?

Ans. Yes, sir.

Int. 34. Had the Georgia, when you were in her, her name on any part of her?

Ans. Yes. She had the remains of the name "Japan" on both bows. You could make out that it was "Japan." Head boards, I suppose, it is proper to call them. The letters had been gilded, but were painted black. I did not see the name Georgia upon her.

Int. 35. When you saw her in New Bedford, what marks remained of her old fitting or arming?

Ans. The marks of the track that the guns worked upon, where the brass plates had been screwed on. There were loops on the quarter deck where we hung our sponges and rammers, and a
72 cross piece to which we used to secure the quarter deck guns.

It ran from the bullock stanchions. There was work on the rigging and hull that I could identify, that I did myself.

Int. 36. How long did you serve on board the Georgia?

Ans. In the neighborhood of three months. Between three and four months, I think.

Int. 37. Are you in the navy of the United States now?

Ans. No.

Cross-interrogatories proposed by A. H. Fiske, esq., for the claimant:

Cross-int. 1. Between the time you left the Georgia and the time you saw her in New Bedford, had any and what alterations been made in her?

Ans. Her guns had been taken off—the tracks taken up. There had been a construction upon the berth deck, for the accommodation of passengers, I should think. Her ward room and steerage had been knocked into one. Bag racks taken down. Dispensary knocked up. Forehold and magazine used for coal bunkers. A couple of ash shoots made in her side. And I saw no arm chest, nor vice bench. The assistant engineer's messroom looked as though it had been made into a state room.

Cross-int. 2. Was her rig the same?

Ans. Yes, sir; brig rig.

Cross-int. 3. Had she then, in New Bedford, any name painted on her?

Ans. I did not look.

Cross-int. 4. Had she any armament whatever on board?

Ans. I did not see any.

Cross-int. 5. How are you able to state that the vessel you saw at New Bedford was the identical vessel you shipped on board of at Trinidad?

Ans. From knowledge which all seamen possess, knowing a vessel when they see her again.

Cross-int. 6. In what capacity did you ship on board the Georgia?

Ans. As a seaman.

Cross-int. 7. What duties did you discharge?

73 Ans. Seaman of the maintop; whatever duties were assigned me by my officers.

Cross-int. 8. What money, if any, did you receive while there, or when you left?

Ans. I received twelve pounds at Capetown, or Simons Town, rather, on board the ship.

Cross-int. 9. What became of the five others who shipped from the "Constitution?"

Ans. I left them on board of the "Georgia."

Cross-int. 10. When you saw the vessel at New Bedford, was she ot fitted up as a passenger steamer, and for carrying cargo?

Ans. Yes.

Cross-int. 11. Between the time you left the "Georgia" and the time you saw the vessel at New Bedford, had you seen the Georgia?

Int. 26. What countrymen were her crew chiefly?

Ans. They were mostly British subjects. There were some Portuguese, French, Spaniards, Italians, Germans, Dutch, and a few Americans, very few.

Int. 27. Did she fly a flag when she fired at the Constitution, and what flag?

Ans. Yes, sir, she flew the stars and bars, the flag I had seen hoisted on rebel fortifications at the south, and on the Merrimack.

Int. 28. State shortly what you did and where went in the Georgia.

Ans. We left Trinidad, and steered for Simonds' Bay. Recruited ship, and went to sea again. Boarded the ship James Woart, a clipper ship, which, I think, hailed from Bath, Maine, and ran-
71 somed her for forty thousand dollars. Proceeded on easy sail to the northward. Spoke several ships; and to the southward of Cape de Verd took the ship Bold Hunter, of Boston, and burned her. Thence came to Teneriffe, and anchored off the town of Vera Cruz. Recruited ship, and I left her there. I am not sure whether the ship was named Bold Hunter or Gold Hunter.

Int. 29. How did you leave her, and at what time?

Ans. I left her about nine o'clock on Saturday night. I dropped over the port head with the assistance of a line, and swam ashore.

Int. 30. When in Simon's Bay, did the Georgia fly her confederate flag, and were there any salutes?

Ans. She flew the confederate flag, but there were no salutes fired.

Int. 31. Did Captain Murry communicate with the authorities on shore?

Ans. Yes, sir.

Int. 32. What voyages did you make after leaving the Georgia, and in what vessels?

Ans. I went on board a brig belonging to Yarmouth, Nova Scotia—I forget her name—bound to Malaga, and thence to New York. At New York shipped on board the English barque Bolivia, of Sunderland, and went to Cadiz. There shipped in the United States steamship Kearsarge; stayed in her until she went out of commission in Boston, last November.

Int. 33. Were you on board the Kearsarge at her fight with the Alabama?

Ans. Yes, sir.

Int. 34. Had the Georgia, when you were in her, her name on any part of her?

Ans. Yes. She had the remains of the name "Japan" on both bows. You could make out that it was "Japan." Head boards, I suppose, it is proper to call them. The letters had been gilded, but were painted black. I did not see the name Georgia upon her.

Int. 35. When you saw her in New Bedford, what marks remained of her old fitting or arming?

Ans. The marks of the track that the guns worked upon, where the brass plates had been screwed on. There were loops on the quarter deck where we hung our sponges and rammers, and a
72 cross piece to which we used to secure the quarter deck guns.

It ran from the bullock stanchions. There was work on the rigging and hull that I could identify, that I did myself.

Int. 36. How long did you serve on board the Georgia?

Ans. In the neighborhood of three months. Between three and four months, I think.

Int. 37. Are you in the navy of the United States now?

Ans. No.

Cross-interrogatories proposed by A. H. Fiske, esq., for the claimant:

Cross-int. 1. Between the time you left the Georgia and the time you saw her in New Bedford, had any and what alterations been made in her?

Ans. Her guns had been taken off—the tracks taken up. There had been a construction upon the berth deck, for the accommodation of passengers, I should think. Her ward room and steerage had been knocked into one. Bag racks taken down. Dispensary knocked up. Forehold and magazine used for coal bunkers. A couple of ash shoots made in her side. And I saw no arm chest, nor vice bench. The assistant engineer's messroom looked as though it had been made into a state room.

Cross-int. 2. Was her rig the same?

Ans. Yes, sir; brig rig.

Cross-int. 3. Had she then, in New Bedford, any name painted on her?

Ans. I did not look.

Cross-int. 4. Had she any armament whatever on board?

Ans. I did not see any.

Cross-int. 5. How are you able to state that the vessel you saw at New Bedford was the identical vessel you shipped on board of at Trinidad?

Ans. From knowledge which all seamen possess, knowing a vessel when they see her again.

Cross-int. 6. In what capacity did you ship on board the Georgia?

Ans. As a seaman.

Cross-int. 7. What duties did you discharge?

73 Ans. Seaman of the maintop; whatever duties were assigned me by my officers.

Cross-int. 8. What money, if any, did you receive while there, or when you left?

Ans. I received twelve pounds at Capetown, or Simons Town, rather, on board the ship.

Cross-int. 9. What became of the five others who shipped from the "Constitution?"

Ans. I left them on board of the "Georgia."

Cross-int. 10. When you saw the vessel at New Bedford, was she ot fitted up as a passenger steamer, and for carrying cargo?

Ans. Yes.

Cross-int. 11. Between the time you left the "Georgia" and the time you saw the vessel at New Bedford, had you seen the Georgia?

Ans. Not that I am sure of. When I was in the "Kearsarge" we passed a vessel which was at anchor at Cherbourg, but it was foggy, and I can't say whether it was the "Georgia" or not.

Cross-int. 12. Had you any knowledge that any of the officers of the "Georgia" had ever been attached to the United States navy, except the statements made to you by the officers and crew of that vessel, or other vessels?

Ans. No; only from their own statements, and the statements of the crews of other vessels, especially the Kearsarge.

Re-examined by Mr. Dana:

Int. 1. Did you meet any of the crew of the "Georgia" afterwards and when and where?

Ans. I met them in Dover, England, last July.

TIMOTHY G. CANTY.

74 *Deposition of John Stanley.*

John Stanley, being examined upon written interrogatories proposed by the Hon. R. H. Dana, jr., esq., in the matter of the "Georgia," deposes as follows, to wit:

Int. 1. Please to state your name and age.

Ans. John Stanley; as near as I can say, about twenty-six years of age.

Int. 2. Where were you born? Where is your home and place of residence?

Ans. Manchester, England. Liverpool.

Int. 3. Have you a wife there? Have you children there? and and how many?

Ans. A wife. Three children.

Int. 4. What is your trade?

Ans. Cooper.

Int. 5. How long have you worked at the trade?

Ans. Ever since I was old enough to work. My father was a cooper.

Int. 6. In what places have you worked as cooper?

Ans. In Strangsway's, in Manchester. I worked in the sugar works for seven years, in Chester st., Manchester, and for a man in some chemical works at St. Helen's. Have worked only in Manchester, St. Helen's, and Liverpool.

Int. 7. How long did you work as cooper in Liverpool before you shipped in the "Georgia?"

Ans. I worked there for four years.

Int. 8. In what street were you living in Liverpool when you shipped in the "Georgia?"

Ans. Oriel street.

Int. 9. Where did you first see the "Georgia?"

Ans. Greenock.

Int. 10. State all that took place with reference to your shipping for the "Georgia," beginning at the beginning.

(Objected to.)

75 Ans. I was out of employment in Liverpool, and I heard that Mr. Jones & Highat wanted coopers for the Japan, to go to Hong Kong and Singapore for two years. I went to the office, and I saw Mr. Highat there; I asked him if they wanted coopers for the Japan, and he said they did. He told me to go down to the Sailor's Home and inquire for Captain Hancock. I saw him there, and shipped for two years.

Int. 11. Did you sign articles?

Ans. Yes, sir.

Int. 12. Have you the articles, or a copy of them, or do you know where they are?

Ans. I have not the articles, or a copy of them, and do not know where they are. The last I saw of them was with the officer of the Sailor's Home, the detective.

Int. 13. State what the articles said to the best of your recollection?

(Objected to.)

Ans. I can't exactly state; the same as all other articles. I saw my name, and trade, and what I shipped for in it. That is all I saw in it.

Int. 14. Did the articles state what the voyage was to be? If so, what?

(Objected to.)

Ans. Yes, sir; to Hong Kong for two years. Trading backwards and forwards. Put down as a merchant ship.

Int. 15. Did they state your wages? If so, what?

(Objected to.)

Ans. Yes, sir; four pound ten.

Int. 16. When you went to the office where you saw Mr. Highat, did you see any sign with the names of the firm upon it? What was it?

(Objected to.)

Ans. I saw the sign with Bates & Jones, Highat and Company, on a little board.

Int. 17. Describe the sign as well as you can, and where it was placed. Were the names painted?

Ans. Well, it was a small board, just merely gilded round.

76 On the right hand side, right opposite as you turn in going into the office. They were painted in yellow letters.

Int. 18. Where is this office? Describe its situation fully.

Ans. 28 Chappel st.; right opposite the Old Church, next to a large office called Bold, English, and Brannan; there is a small tobacconist's the other side of it; two steps from the sidewalk going up to it.

Int. 19. At your first visit to the office, did you see Mr. Bates or Mr. Jones?

Ans. I saw neither Mr. Bates nor Mr. Jones.

Int. 20. Do you know who the other members of the firm are, embraced by the word company?

Ans. No, sir.

Int. 21. What do you know respecting Mr. Bates, whose name you saw on the sign?

Ans. I know nothing concerning him except that people say that he is a partner of Mr. Jones & Highat.

Int. 22. What is his business?

Ans. Ship owner.

Int. 23. Do you know his repute as to being or not being a man of capital and large business? If so, what is it?

Ans. He is the owner of a deal of ships, the largest ships in Liverpool. Has the reputation of doing a large business. His ships are always coming in and out of dock.

Int. 24. At the first visit to the office, state all that passed between you and Mr. Highat, and all you said from the time you entered it.

Ans. I went into the office and asked Mr. Highat if he wanted coopers for the Japan, bound to Hong Kong and Singapore, trading for two years. He said he did. I told him I wanted to ship; he then sent me down to Captain Hancock at the Sailor's Home.

Int. 25. Was anything said between you and him about wages or advance?

Ans. It was all left to Captain Hancock about the wages.

Int. 26. When you went there had you any suspicion that the Japan was not going to China?

Ans. No, sir.

Int. 27. When you went to the office had you heard any rumor, or had you any suspicion that she was to be a cruiser?

77. Ans. No, sir; no rumor or suspicion about it at all.

Int. 28. Did Mr. Highat give you a writing to Captain Hancock?

Ans. He gave me a little note, sir.

Int. 29. Where did you find Captain Hancock?

Ans. In the Sailor's Home.

Int. 30. State all that passed between you and Captain Hancock.

Ans. I saw Captain Hancock; I told him that Mr. Highat had sent me down. He said, very well; he says, what are you? I told him I was a cooper. I asked him what wages I would get. He told me four pound ten a month. I asked him if I could leave half pay to my wife. He said he did not know nothing about it; he could not tell. I shipped for that four pound ten a month for two years. After I shipped he have me a small note to fetch up to Mr. Jones' office.

Int. 31. After that, did you go to the office of Bates, Jones, Highat & Co.? What took place there?

Ans. Yes, sir; I went straight to the office. I saw Mr. Highat there. I showed him the note which Captain Hancock gave me from the Sailor's Home; he said, all right, and went into an inner room on the right-hand side and brought me out a note for four pound ten advance money. I then went away home.

Int. 32. Did you go there again, and why?

Ans. I went there again. I went there because I could not cash the note through the town, Liverpool.

Int. 38. What objections were made to cashing the note?

Ans. Well, they said they did not like the ship; they did not like to cash a note for that ship.

Int. 34. Did you hear any reason given why they did not like the ship?

Ans. No, sir. Only because the ship was in Greenock, and they shipped their men in Liverpool, and they thought it was very strange they did not ship them in Glasgow.

Int. 35. Did the note state that it was for advance, and for what ship it was?

Ans. Yes, sir.

Int. 36. Did any persons doubt that the firm were able to pay notes they owed?

78 Ans. There was one person who said that the firm was well able to pay. He was a friend of mine. He told me that he would cash the note, but he did not like for to have me go in that ship; he did like the nature of the thing at all. They had no need to doubt it, for every one in Liverpool knew that the firm was a strong one.

Int. 37. When you returned to the office with the notes, state all that took place there.

Ans. I told Mr. Highat that if he would not cash the note himself for me that I would not go. He told me that he would cash it, and that he would give me half the note and give the other half to my wife when I was fourteen days out to sea. He told me then to fetch down my clothes to the office. I fetched them down, and he put a number on them and gave me a number, the very same that was on the clothes. He told me then to be down to the Greenock boat the Monday evening following, at six o'clock.

Int. 38. What did you do after that?

Ans. I went down to the Greenock boat on the Monday evening following. I saw Mr. Highat standing there on the bridge calling the numbers and names of the men. As soon as we got all the men aboard we pushed off and went to Greenock.

Int. 39. What did you do at Greenock?

Ans. We stopped at Greenock, and a small tow boat came alongside the steamer where we lay and took our clothes. I saw Mr. Jones inspecting the men belonging to the "Japan," standing on the key. We all went aboard. We lay there for a few days and then went out on a trial trip.

Int. 40. What was on board the "Japan" when she went out on a trial trip?

Ans. Nothing but some bales of dry goods on the berth deck where the sailors used to sleep, and coal.

Int. 41. Was there any armament on board or warlike stores?

Ans. No guns or ammunition, nothing that way aboard.

Int. 42. Was she a new vessel? when built?

Ans. A bran new ship, sir; I can't say when she was built. She was in the "Clyde" three weeks or a month before we went aboard.

Int. 43. Had she her name on her, and where?

Ans. Her name on the bows, "Japan," cut in the bows.

79 Int. 44. Who acted as master of her when she went on this trial trip?

Ans. Captain Hancock.

Int. 45. Did either of the owners go in her?

Ans. No, sir.

Int. 46. How many went out in her, all told?

Ans. About thirty-eight.

Int. 47. State where you went?

Ans. We went to a by-port in Cherbourg, as they call it.

Int. 48. Was it in fact a trial trip?

Ans. Yes, sir; a trial trip for to get their guns and ammunition aboard.

Int. 49. Describe the port to which you went?

Ans. A square kind of a port; there was a barracks right on top of a hill above. There is no shipping apparently comes into it. Small port; small entrance. There was no town there; all country; a mountain place.

Int. 50. Do you know how near it was to Cherbourg?

Ans. No, sir.

Int. 51. State what happened when you got to that port.

Ans. On our way going we went with a small steamboat, and we towed her into this port along with us into the little port. We took her cargo out of her, guns and ammunition, aboard of our ship, and a large box containing three bags of gold. Next night after we're getting all finished, Mr. Jones came out on deck and said he would do well for all of us men, if we would go for the cruise; that her name was going to be the "Georgia." I told him I thought I would'nt go for one. He told me not to be foolish; that I would never do so well in my life; that I would get plenty of prize money. I asked him what my wife and children would do while I was away, if I went. He said he would do well for them; he would give my wife half-month's pay. I told him I would see about it; what wages would he give me, he said five pounds. I said I would see about it. He then sent me and the master of arms down to the stores to get rum for the men. After the men had had their rum, the captain, Murray, came out dressed in uniform, the rebel uniform; called all the men that was aboard aft to the mainmast; he told them that they would give them high wages and prize money. He said that
80 them that was going to go, stand on the right-hand side, and them that was going back in the steamboat stand on the left. Then them that stood on the left he sent them back on the steamboat that we took the guns off of. Then the captain hauled down the English flag and hoisted up the southern. He told the men to give three cheers. We then got up our anchor and went on our way, our cruise.

Int. 52. How did Mr. Jones come to this port?

Ans. He came in the small steamboat, with the guns and ammunition.

Int. 53. How many persons joined the "Japan" (or "Georgia") from the small steamer?

Ans. As near as I can say, about ten or twelve.

Int. 54. Were the officers of the "Georgia" on board the small steamer, and what officers?

Ans. Yes, sir. Captain Murray, the lieutenants and midshipmen, and the sailing master.

Int. 55. Did they wear uniform when on board the small steamer?

Ans. No, sir.

Int. 56. Was the transfer of the arms and ammunition made by day or by night?

Ans. By night; and they finished off next morning.

Int. 57. When trying to induce you to go on the cruise, did Mr. Jones say anything else as to what your wife would get?

Ans. He said that he would give her half of my pay, and do well for her himself beside.

Int. 58. Describe, shortly, the cruise you made in the "Georgia."

Ans. We went out, and the first ship we captured was the "Dictator," and we burnt her. Still kept on our cruise, and burned a couple more. We then landed the crews of those ships we burnt in Bahia, South America. The "Alabama" was lying there the same time as we went into port, into Bahia. We stopped there a week and got fresh provisions there. We went out of there then on our cruise again at night towards the island of Trinidad, and there we lay under the land, the island of Trinidad. About a week after, while we were lying there, we saw three sails. They turned out to be American ships, we burnt two of them, and ransomed the other one. We coaled out of one of the ships before we burned her; took coal out of her. We went off
81 then to the Cape of Good Hope; we got our decks caulked there; we got coal and fresh provisions. Come out of the Cape of Good Hope on our cruise again, after we had been there a fortnight. When we were coming out of the bay we sighted a sail under the land; we kept away from her so that she should not get after us, because the captain told us that she was the "Vanderbilt," and we kept away from her and went out. That night we came in with the "John Watt" and ransomed her. We cruised along down by the coast of Africa and came on another ship on the coast of Africa, and ransomed her. We came on our cruise to the Bay of Biscay from there, and then we burnt the "Bold Hunter" in the Bay of Biscay. We went from there to France, where we went to have our ship repaired in Cherbourg. The martingale of the Bold Hunter got foul of our quarter deck and broke away the taffrail and the skylights. After we got in the dry dock at Cherbourg I got twenty-four hours' liberty and a sovereign and paid my passage down to Havre, and when I got to Havre I met some seamen belonging to an English steamer; I knowed them and I told them my case, and they stowed me away to Liverpool.

Int. 59. Of what nation was the "Dictator?" How large a ship? Where bound, and from what port?

Ans. American. I can't say how many tons she was; double topsail yard ship. She come from Liverpool with coal. Don't know where she was bound.

Int. 60. Did you know her in Liverpool?

Ans. Yes, sir; knew the captain. Worked for him.

Int. 61. Of what nation were the two other vessels you burned before going into Bahia?

Ans. American ships.

Int. 62. Do you remember their names?

Ans. One was called "Good Hope." I think the other was the "City of Bath." I misunderstood the question; those are the vessels we took off Trinidad. I do not know the names of those we took before going into Bahia.

Int. 63. Did you take a vessel called the "Constitution?"

Ans. Yes, sir.

Int. 64. Where? Of what nation was she? What port? What did you do with her?

82 Ans. We took her in some part of the Atlantic Ocean, I can't exactly say. American ship. I don't remember what port she was bound to. Burnt her.

Int. 65. Did any of the crew of "Constitution" join the "Georgia."

Ans. Yes, sir.

Int. 66. Did you know a man from the "Constitution" named Timothy G. Canty or Carty, who afterwards left her?

Ans. Not by that name. I know a man named Thomas McCarty from the "Constitution."

Int. 67. Did you have leave to quit the service of the "Georgia" or did you desert from her?

Ans. I deserted from her.

Int. 68. Did you take a vessel called the "Prince of Wales?"

Ans. I don't remember it. I don't remember the name.

Int. 69. Did you usually know the names of the vessels that were ransomed?

Ans. No, sir; not all of them.

Int. 70. What armament had the "Georgia?"

Ans. Five pivot guns.

Int. 71. After returning did you see the owners again?

Ans. Yes, sir.

Int. 72. State all that passed between you.

Ans. After I came home, the next morning, I went to Mr. Jones' office, I asked him to pay me a portion of my wages. He asked me what ship I belonged to. I told him I belonged to the "Georgia." He said he hadn't got no orders for paying any of the crew ashore. He said them as chose he would send them back to the ship, if they liked. I told him I would not go back, but I wanted my wages from him. He told me he would not give it to me. I told him I would see if I could not get my wages. He told me I might do my best. I went home then. There was a young man come to my house and told me the American consul wanted to see me. Next morning I went to the American consul. I then went back again to the owners, Mr. Jones. I asked Mr. Jones if he was not going to do anything for me and my childer, not going to give me my wages.

83 He said he would not give me any of my wages; that I had turned a traitor. I told him that I had done nothing of the sort, I only wanted what I had worked hard for.

Int. 73. When and where did you next see the "Georgia?"

Ans. In Liverpool, in the Queen's dock, about five or six weeks after I came home.

Int. 74. Did you go on board her? Describe her condition.

Ans. I went aboard and I saw one of the engineers that was with us when we were out on the cruise. She had no guns and none of the equipment she had when I left her.

Int. 75. When you were in her did she have any name on her?

Ans. She had. The "Japan." She was called the "Georgia."

Int. 76. Was the name "Japan" painted out, or any attempt to conceal it?

(Objected to as leading.)

Ans. Yes. Painted out. The gilded letters was painted black.

Int. 77. What did you learn about her, after her return to Liverpool?

Ans. I saw the engineer that was aboard with her. I asked him what was the reason he was working aboard the "Georgia" now. He told me on account of his working in Mr. Bates's employ, he was sent to repair the engines. I asked him to come ashore for a minute or two and he came with me. I brought him to a liquor store to treat him. I asked him did he know what they were going to do with the "Georgia." He said he thought they were going to send her to China. That was all; we parted then.

Int. 78. Can you give the name of this engineer, or his residence?

Ans. I forget the name, I can't call it to mind. He lives in Liverpool.

Int. 79. Have you seen the "Georgia" since that, and where?

Ans. Yes. I saw her in New Bedford.

Int. 80. How long ago?

Ans. Better than five months ago.

Int. 81. Did you go on board of her, in New Bedford?

Ans. I did, sir.

Int. 82. Have you any doubt of its being the same vessel?

(Objected to as leading.)

Ans. Oh, it is the same vessel, sir.

Int 83. At whose request did you go on board of her?

84 Ans. One of the United States officers from this court-house brought me down.

Int. 84. Did the "Georgia" have gold on board at the port where she armed?

Ans. The gold was brought aboard with the arms.

Int. 85. In what was it? How much apparently?

Ans. It was in a box. The box contained three bags. One bag was about the size of a hat, the other two were smaller.

Int. 86. While you were on board the "Georgia," did the firm pay your wife her half pay?

(Objected to as leading.)

Ans. Yes, sir, Mr. Jones and Mr. Highat paid her.

Cross-interrogatories proposed by John A. Loring, esquire, counsel for the claimants, de bene esse.

Cross-int. 1. Who told you that Jones and Highat wanted sailors for the "Japan?"

Ans. Some young man as I met in the street as I was acquainted with.

Cross-int. 2. Had you ever been to sea before you shipped on the "Japan?"

Ans. Yes, I had been to sea once in the "Ocean Pearl," belonging to St. John's, New Brunswick.

Cross-int. 3. When, in what capacity, and on what voyage or voyages? When did you ship and for whom?

Ans. About three years before I shipped on the "Japan." As ordinary seaman. From Glasgow to New York. After we got our cargo, we got our orders to Waterford, Ireland. I got paid off, left the ship, and went home to St. Helen's. Never made any other voyages before I shipped on the "Japan." Captain Cook shipped me in the Sailor's Home.

Cross-int. 4. What wages did you get?

Ans. I got two pound ten a month.

Cross-int. 5. Were they paid you in full?

Ans. Yes, sir.

Cross-int. 6. When did you ship on the "Japan?"

85 February or March two years ago, sixty-three.

Cross-int. 7. Had you ever heard of her before you heard that Jones and Highat wanted sailors?

Ans. No, sir.

Cross-int. 8. Did you ever see her before you went on board of her at Greenock?

Ans. No, sir; I never saw her.

Cross-int. 9. You knew nothing of her, then, did you, before you went on board, either as to her age, condition, or as to who owned her?

Ans. No, sir.

Cross-int. 10. To whom did you offer the note given you by Jones and Highat?

Ans. To several brokers and publicans that generally cashes sailor's notes.

Cross-int. 11. Did they offer you anything for it?

Ans. No, sir; they would not take it at all.

Cross-int. 12. They did not understand why the Japan was shipping her men at Liverpool while she was at Greencck, did they?

Ans. No, sir.

Cross-int. 13. You made no objection, did you, to going in the Japan, did you, until Mr. Jones came on deck and told the men she was to be called the Georgia?

Cns. No, sir.

Cross-int. 14. That was the first time, then, that you had any reason to think she was not going on a trading voyage to Hong Kong, was it not?

Ans. Yes, sir.

Cross-int. 15. Did you ever see Mr. Bates?

Ans. No, sir.

Cross-int. 16. Do you know anything about Mr. Bates or his business, except what you have heard from other parties than Mr. Bates?

Ans. No, sir.

Cross-int. 17. Were you living in Liverpool when you shipped for the Japan?

Ans. Yes, sir.

Cross-int. 18. What were you doing for a living?

Ans. Cooper, sir.

86 Cross-int. 19. Were you employed in your business?

Ans. I was working at it whenever I could get it; trade was very slack at that time.

Cross-int. 20. Did you work as a foreman or by the day as a common laborer?

Ans. Worked by the day, sir.

Cross-int. 21. At what wages?

Ans. Six and six pence a day.

Cross-int. 22. You do not know, do you, that no shipping comes into the port where the Japan went on her trial trip, so called?

Ans. I don't know it as a fact, but judge from the appearance of the harbor, and what people has told me.

Cross-int. 23. You do not know anything about Mr. Bates's ships, except what you have heard other people besides Mr. Bates say, do you?

Ans. No, sir.

Cross-int. 24. You do not know who owned the Japan when you shipped, do you?

Ans. I was told in the Sailor's Home, sir; only know from what other people have told me; Mr. Bates never told me; Mr. Bates never spoke to me.

Cross-int. 25. (*De bene esse.*) What was the conversation between you and the American consul at the interview related by you in answer to seventy-second interrogatory?

Ans. He asked me what way did Mr. Jones treat me; I told him very badly. He asked me did I get my wages all of Mr. Jones. I told him I did not. He said, would I give him the deposition of how I shipped, he would pay me for the loss of time. I told him I would I give him my deposition, and he paid me my board and gave me what I was getting aboard the ship. I then left him.

Cross-int. 26. For what purpose did you visit the consul?

Ans. The intention of getting my wages what was due me from the ship.

Cross-int. 27. How much did you claim?

Ans. Thirty-four pounds for my wages and clothes and tools.

Cross-int. 28. You were a deserter from the ship, were you not?

Ans. Yes, sir.

87 Cross-int. 29. And while on board of her you had been engaged in destroying vessels which you supposed belonged to citizens of the United States, had you not?

Ans. Yes, sir.

Cross-int. 30. And yet you went to the consul of the United States to ask him to pay you for that service, did you?

Ans. I went there because he sent for me; and when I got there he asked me if I would give him my deposition; I told him I would. Then I said to him I would like to get my wages, and he said he would pay me for the loss of my time.

Cross-int. 31. Who told you the consul wanted to see you; and who went with you to the consul's office; and who was present at you first interview with him?

Ans. A young man, a friend of mine, in the same street where I lived, named John Alligan, told me; went alone; another young man belonging to the same ship, named Thomas Glassbrook.

Cross-int. 32. How much money did the consul pay you at your first interview, and how much has he paid you since, in all?

Ans. Nothing at all at the first interview. The consul himself never gave me anything; his agent, Mr. Maguire, paid my board for about seven weeks, at one pound nineteen and four pence a week. I understand my wife has received some money from the American vice-consul, Mr. Wilder, but do not know how much, since I have been in this country.

Cross-int. 33. How long did you talk with the consul at your first interview with him? Did you ever talk with him more than once? If yea, how many times?

Ans. About half an hour. I have spoken to him several times since that; five or six times.

Cross-int. 34. Did you ever sign and swear to any written statement concerning this case? If yea, when—and where is it?

Ans. Yes, sir; I did. About six days after I first saw the consul, at the consul's request, and signed it before some English lawyers. I last saw it in George's Hall, Liverpool.

Cross-int. 35. When did you reach Liverpool after deserting from the Japan?

88 Ans. I deserted the Japan about the month of December, sixty-three, and arrived at Liverpool three days after I left the Japan.

Cross-int. 36. Then how many months were you on board the Japan?

Ans. As near as I can say, between seven and eight months.

Cross-int. 37. Upon arriving at Liverpool, how soon did you visit Mr. Jones?

Ans. The next morning after I arrived in Liverpool.

Cross-int. 38. On that visit you had some hard words with him about your wife, did you not?

Ans. Yes, sir.

Cross-int. 39. You were very angry with him, were you not? and he knew it, did he not?

Ans. I was, sir.

Cross-int. 40. Did you threaten to him that you would see the consul?

Ans. No, sir.

Cross-int. 41. Did you threaten him at all?

Ans. I did, sir. I told him that I should have my wages; he told me that he would not give me them; he told me that he would not give me any money; that he had given Matthews, Glassbrook, and Conley (Ben. Conley) money to go back to the ship and they did not go, but went to the American consul and gave evidence against him. He said if he gave me any money I would do the very same; that he would have no more to do with any of us. I knew of his punishing after that twenty-two men and sending them to France. I said he was an old scoundrel for to treat my wife and children as he did; that was all I said to him. He then walked out of the office and told me I might go to see Mr. Highat if he would give me anything. When I say I know of his punishing men, I mean that I know only from what other men besides Mr. Jones have told me; only from hearsay.

Cross-int. 42. How soon after your visit to Mr. Jones did you visit the American consul?

Ans. About two days after, sir.

Cross-int. 43. How much money did you receive from Mr. Jones, or any one else, on account of your service in the Japan?

89 Ans. From Mr. Jones's partner, Mr. Highat, I received two pound ten advance money, and he paid my wife two pound ten a month all the time I was gone.

Cross-int. 44. Where have you been since you left the "Japan"?

Ans. I first went from Cherbourg down to Havre; from Havre I went to Liverpool. I stayed in Liverpool about a year and two months. Sailed from Liverpool in the Australia, an American sailing ship, about nine months ago. Shipped as an ordinary seaman. Was thirty-six days on the passage. Arrived in New York and remained there sixteen days. I then left New York for Boston. When I arrived in New York I reported to the United States marshal as the consul in Liverpool had directed me to do. I came on to Boston with Mr. Bicknel, one of the deputies of the United States marshal of this district. He then put me in the Suffolk county jail, and there I have been as a witness ever since, waiting for this examination. I was detained in Liverpool for the year after my arrival as a witness for the government against the owners of the Japan.

Cross-int. 45. Where were you born, how old were you when you married, and where have you lived, and where is your wife?

Ans. I was born in Manchester, England. I was about sixteen years of age when I married. I lived in Manchester till I was about twenty. My mother died when I was a year and a half old, and I left my father when I was about thirteen or fourteen, and my father died when I was about seventeen. I left Manchester and went to live at St. Helen's, a place about twelve miles from Liverpool, and lived there about two years and a half. I then went to Liverpool and stayed there until I shipped. My wife is in Liverpool.

Cross-int. 46. How much have you received from any source since you left the "Japan," and from whom?

Ans. Besides what I have stated before altogether since I have

been in this country, about ninety-six dollars. I received eight dollars myself from a United States officer, about forty dollars worth of clothing at the jail, and fifty dollars was sent home to my wife by the United States government.

Cross-int. 47. When Mr. Jones told the men on board the "Japan" at the French port where she was going, did you conclude to go in her?

Ans. I wasn't for going in her at all. I backed out and
90 packed up my clothes and wanted to go on board the little steamer. But Jones told me that I would do well, would get my wages and prize money; that he would do well by my wife, would give her half pay, and then I concluded to go. They then brought me into the cabin, and I shipped over again. They gave me ten pound then, which Mr. Jones told if I would give it to him that he would give it to my wife. I gave it to him.

Cross-int. 48. Did you cheer the "Stars and Bars" with the rest of the men?

Ans. I did, sir.

Cross-int. 49. At whose request did you come to this country?

Ans. I went to the American consul and told him that I would like to go to America; he told me that I might be wanted there in the case of the "Georgia." I came by the request of the vice-consul.

Cross-int. 50. When and where was the name of that vessel changed as you have stated?

Ans. In France, sir, at the little port.

Cross-int. 51. How long did you remain at the little port?

Ans. We sailed that very night. We were there two nights and one day.

Cross-int. 52. Do you know of your own knowledge, that the vessels you burned were American vessels; if yea, how do you know it?

Ans. Yes, sir. By their flying American flags, and their being American built ships.

Direct examination resumed:

Int. 1. Are you sure of the dates of the times you shipped in the "Japan" and deserted her?

(Objected to as leading.)

Ans. No, sir.

Int. 2. Refer to your answer to the forty-ninth cross-question. Was there any other request by the vice consul than the conversation between you and the consul which you have stated?

Ans. No, sir.

his
JOHN + STANLEY.
mark.

91 *Deposition of Charles Thompson.*

Int. 1. State your name, age, residence, occupation, and nationality.

Ans. Charles Thompson. I am forty years old. I reside at No. 15 Penton street, Liverpool. I keep a trade protection office at No. 10 James street, Liverpool. I am a British subject.

Int. 2. As to the steamer "Georgia," built in the Clyde, by the name of the "Japan," reputed to have been engaged in hostilities against the United States, and afterwards in Liverpool, in the spring and summer of 1864, and then reputed to be owned by Edward Bates —please to state whether you knew that vessel in Liverpool, in the spring or summer of 1864.

Ans. I knew the steamer "Georgia" referred to this interrogatory in the spring and summer of 1864. I knew her to be the same vessel that was built in the Clyde by the name of the "Japan," and which vessel was a confederate cruiser and committed acts of hostility against the United States, and the same vessel which was afterwards bought by Mr. Edward Bates.

Int. 3. If you say you did, please to state what opportunity you had for seeing her, or being on board of her, and how often you saw or were on board of her.

Ans. I had every opportunity of seeing her after she came to Liverpool in 1864, and I was on board almost every day while she was in the Queen's dock fitting out.

Int. 4. If you were engaged in any work on board of her, or connected with her, please state what you did, by whom and for whom you were employed; and give, as nearly as you can, the dates of your employment.

Ans. I was employed by T. H. Dudley, esqre., the United States consul at Liverpool, to watch the vessel all the time she was in Liverpool in 1864, and I did so. I began to watch the vessel in May, and I continued to do so, until the 11th August, 1864, when she sailed.

Int. 5. Do you know by sight Mr. John Jones, merchant of the firm of Jones, Highat & Co., of Liverpool, or any other members of that firm, and which?

Ans. I know Mr. John Jones of the later firm of Jones & Co., commonly known as Jones, Highat & Co., and I know Mr.
92 Wilding, who was, and I believe still is a clerk in Mr. Jones's employ. I also knew Mr. Highat by sight.

Int. 6. Did you see any and what work done on board of the "Georgia" in the way of repairing, altering and fitting her out for a new voyoge after the "Georgia" was reputed to be sold to Mr. Edward Bates, and had passed into his hands and possession?

Ans. After the vessel had been dismantled at Birkenhead she was brought over to the Queen's dock, Liverpool, and there riggers were employed in overhauling her rigging and striking her foretopmast and getting it on end afterwards. Then she took coals and stores in.

Int. 7. If you answer affirmatively to the last question, please to state what merchants or shipowners known to you, were on board and took part in directing the fittings out of the vessel for her new voyage.

Ans. I saw Mr. John Jones above named at the vessel the whole time she was being fitted out for her new voyage. He was there daily and had sole charge of what was done. I also saw Mr. Wilding superintending the removal of the stores from the ship at Birkenhead, and the putting on board of the stores for the new voyage, in the Queen's dock, Liverpool.

Int. 8. If you shall say that any of the firm of Jones, Highat & Co. were so on board, and did give such directions, state particularly how often this happened, to your knowledge, and what directions or orders he or they gave, and state the duties as nearly as you can, and particularly whether these acts were or were not after the vessel had passed into the hands and possession of Mr. Edward Bates.

Ans. Mr. Jones gave all the orders about the vessel, both before and after she came into Mr. Bates's possession. He was there continually giving directions about the repairs and fitting out of the ship.

Int. 9. If there is any other fact not stated by you, tending to show whether any of the firm of Jones, Highat & Co. took any part in the altering and fitting out of the "Georgia," at Liverpool, please state it as fully as if directly interrogated thereto.

Ans. There is nothing else I think except that I noticed that nothing could be done about the ship without Mr. Jones's directions. I thought he was the owner of the vessel, as he appeared to take entire charge of her after the confederate officers and men had left her.

93 Cross-interrogatories:

Cross-int. 1. If you state that you knew the "Georgia" in Liverpool in 1864, state as nearly as you can in what month, and in what part of the month, she arrived in Liverpool, and how long she remained there prior to her sailing in August, 1864. When did you first learn that Edward Bates had become her owner, and from whom did you learn it? Have you any personal knowledge of the time when he became such owner? If so, state fully such knowledge, and your means of knowledge.

Ans. The "Georgia" arrived in the Mersey on the 2d May, 1864. She remained in Birkenhead dock for a long time, about two months; then she was taken across to the Queen's dock, in Liverpool, where she remained until the 8th of August, 1864, when she left the dock and anchored in the river until the 11th August, when she finally sailed. I think it was on the 30th July, 1864, that I saw Mr. Bates's name in the bill of entry as being the consignee of the ship. That was the first I knew of his having anything to do with the vessel. I did not know he owned the vessel until after she was seized by the "Niagara." I have no personal knowledge of the time when he became the owner.

Cross-int. 2. If you state you were on board of her, state as nearly as you can when you first went on board of her, and on how many occasions you were on board of her, and when, as nearly as you can, the last day you were on board of her?

Ans. I was on board daily from the 30th July, to the 8th August, 1864, when she left the Queen's .

Cross-int. 3. What personal knowledge have you as to the time when "the Georgia" passed into the possession of said Bates? State such knowledge fully, and your means of knowledge.

Ans. I have no personal knowledge on the subject. I only know what I have already stated as to Mr. Bates's interest in the vessel.

Cross-int. 4. Will you state positively that any member of the firm of Jones, Highat & Co. gave any directions or orders as to the refitting of the "Georgia" after Mr. Bates actually took possession of her? if so, state what each of such directions and orders was, and by what member given, and to whom given, who were present, and
94 the date of each, as nearly as you can recollect; and if you state that any such order or direction was given after the vessel passed into the possession of said Bates, state how you know the date or time of such possession, and how you know it was given after such possession was taken. Will you state, of your own knowledge, that either member of said firm gave any direction or order in respect to any matter or thing on board of the vessel, after said Bates took possession of her, other than in respect to property on board of her which was not sold to Mr. Bates? if so, state the same fully, who were present, and the date, as nearly as you can.

Ans. Mr. John Jones gave all the orders as to the refitting of the vessel from beginning to end. I don't know the time when the vessel came into Mr. Bates's possession, but I know that John Jones gave orders as to refitting the vessel after I saw Mr. Bates's name in the bill of entry as above mentioned. I saw Mr. Jones giving orders at the ship daily up to the 8th August, 1864, when she left the Queen's dock, such orders were given in reference to the refitting of the vessel. All the guns and ammunition and stores of that kind were taken out of the vessel at Birkenhead. Some of the men who assisted in taking out the guns and ammunition were afterwards employed in fitting out the ship under Mr. John Jones's directions.

Cross-int. 5. If, in answer to the ninth interrogatory, you state any other matter or thing, state fully your means of knowledge, the time when, and who were present.

Ans. The matters referred to in my answer to the ninth interrogatory came under my own personal observation. I made notes at the time of what occurred, and I have now referred to those notes.

CHAS. THOMPSON.

95 *Testimony for claimant.*

Deposition of Edward Bates, the claimant.

Int. 1. What is your name, age, residence, and occupation? How long have you been engaged in you present occupation, and how long have you resided where you now reside?

Ans. Edward Bates. Forty-nine years. I reside at West Derby, near Liverpool. I am a merchant and ship owner. I have been engaged in that occupation for twenty-six years. I have resided where I now reside a little more than eighteen years.

Int. 2. Of what government are you a natural born subject, and of what government are you now or have you been during life a subject?

Ans. I am a natural born subject of her Majesty the Queen of Great Britain. I am her subject now. I have never been a subject of any other government.

Int. 3. Whether or not you are now or ever have been connected or associated with any person or persons as copartner in any firm; if yea, with what person or persons, and in what firm?

Ans. I was in partnership for about fifteen years with Thomas Stenhouse, of Bombay, under the firm of Bates, Stenhouse & Co., of Liverpool, and Edward Bates & Co., of Bombay, in which firm my brother-in-law, Charles Thompson, was for a short time a member; that partnership terminated about five years ago. I was in partnership about 1840, for some months, with Humphrey Francis Owen, of Bombay, but that only lasted for a few months. I have not now nor have I ever had any other partner than those above mentioned.

Int. 4. Whether or not do you know Thomas Bold, John Jones, and Thomas Highat, otherwise called Hyatt. If yea, how long have you known them, and what is and has been their business since you have known them?

96 Ans. I have known Thomas Bold for about eighteen years. He was a ship owner and ship broker until within the last seven or eight years. Since then he has been a sleeping partner in the firm of Jones & Highat, as ship store dealers. That ended about a year ago, and he is now a share broker. I have known John Jones for about thirty years. When I first knew him he commanded a ship in the East India trade. About nineteen years since he gave up the sea and set up as a ship store dealer in Liverpool, and he has carried on that business ever since, and has since 1848, acted as overlooker for my vessels, and he still acts in that capacity. I knew Thomas Highat only as a partner of John Jones, whom he joined about seven or eight years ago. He was drowned about six months since at Nagasaki, in Japan, as I have heard and believe.

Int. 5. Whether or not have you known the persons last inquired of as members of any partnership or firm; and if yea, of what firm was or has been its style?

Ans. Thomas Bold was many years since in partnership with his brother as ship brokers and ship owners. John Jones was once a member of the firm of Jones, Webb & Co., as ship store dealers. Afterwards his firm was "Jones, Sproule & Co.," in the same trade. Afterwards he was in partnership with Thomas Highat, under the firm of "Jones & Co." So far as I know Thomas Highat was never in any firm but that of Jones & Co., above mentioned. Except as above mentioned I am not aware that either of the persons inquired of in this interrogatory were members of any partnership firm.

Int. 6. Whether or not were you ever associated or connected as a partner with either of the persons last inquired of?

Ans. I never was connected as a partner in any shape or way with either Thomas Bold, John Jones, or Thomas Highat. John Jones has for the last eighteen years held a small interest in two or three of my ships, which I allowed him to have as a compensation for the services he performed as my overlooker.

Int. 7 Whether or not were you ever a member of a partnership or firm of the name or style of Bates, Jones & Co.?

Ans. There never was such a firm in existence; I never was a member of any such firm.

Int. 8. Whether or not either of the persons named in the
97 fourth interrogatory were ever interested with you as part owners or otherwise in any vessel or vessels?

Ans. Neither Thomas Bold nor Thomas Highat were ever interested with me as part owners of any vessel. The vessels in which John Jones was a part owner with me are the "Simoom" ever since she was new, now fifteen years, and the "Sebastopol," since she was new, now ten years ago.

Int. 9. Whether or not either of the persons named in the fourth interrogatory were ever in any way interested in or connected with you in any steamer called the "Georgia," or in any of her voyages or earnings, or in her outfits or preparations for any voyage?

Ans. Neither John Jones, Thomas Bold, nor Thomas Highat were ever interested in any way or connected with me in the steamer "Georgia," or in any of her voyages or earnings, or in her outfits or preparation for any voyage, except that John Jones supplied the provisions and stores for the captain and crew when I chartered her to the Portuguese government, just as he would have done to any other vessel of mine.

Int. 10th. Whether or not were you ever in any way directly or indirectly connected, associated, or interested with the persons named in the fourth interrogatory, or with either of them, or with any other person in the building, construction, furnishing, or outfitting of a steamer called the "Japan"?

Ans. I never was directly or indirectly connected, associated, or interested with the persons named in the fourth interrogatory, or either of them, or with any other person in the building, construction, furnishing, or outfitting of a steamer called the "Japan."

Int. 11. Whether or not had you ever any interest direct or indirect in any steamer called the "Japan," or her voyages?

Ans. I never had any such interest.

Int. 12. Since the outbreak of the rebellion against the government of the United States of America, in the year 1861, or prior to that time, have you or not committed any act of hostility against said government, or aided or encouraged any such acts either directly or indirectly?

Ans. I never have committed any such act of hostility directly or indirectly, or aided or encouraged the same.

98 Int. 13. What relation have you borne to the said United States government since the said rebellion broke out?

Ans. I have never done anything inconsistent with strict neutrality and good faith towards the government or citizens of the United States. I took no part whatever on either side during the rebellion referred to in the twelfth interrogatory.

Int. 14. Whether or not have you ever been interested in or connected with any enterprise, expedition, or attempt to evade the blockade of any port or ports established or attempted to be established by the said government of the United States of America?

Ans. Never, directly or indirectly, to the value of a penny.

Int. 15. Have you or not ever in any way directly or indirectly vio-

lated or disregarded the proclamation of neutrality of Victoria, Queen of Great Britain, Scotland, and Ireland?

Ans. Never, directly or indirectly.

Int. 16. Whether or not have you in any way directly or indirectly given aid or encouragement to the so-called "Southern Confederacy?"

Ans. Never, directly or indirectly.

Int. 17. Whether or not have you ever been connected or associated with any person or persons for the purpose of aiding said Southern Confederacy to overthrow or injure the government of the United States of America?

Ans. Never, directly or indirectly.

Int. 18. Whether or not you ever had any business or other relations with the government of the Southern Confederacy, so-called, or with any person or persons representing the same?

Ans. Never, until I saw that the bill of sale of the "Georgia" steamer was signed by Captain I. D. Bullock, and before that time I had paid the purchase money to Messrs. Curry, Kellock & Co., the brokers through whom I bought the ship. That was the only transaction I ever had in my life with the government of the so-called Southern Confederacy, or with any one representing it.

Int. 19. If, in answer to a previous interrogatory, you say that you have been engaged in commerce, please state with what people or nation or country you have been so engaged. To and from what countries have the vessels sailed by which such business was transacted?

99 Ans. I have been principally engaged in the East Indian trade. My vessels have gone to and from Bombay, Calcutta, Madras, Singapore, Hong Kong, Shanghai, and other Chinese ports; also to and from Japan, and occasionally to and from New York. I had a vessel called the "Panic," and another called the "Simoon," just about the time when I bought the "Georgia."

Int. 20. State generally whether you have been for any period of time the owner of any vessel or vessels, and if yea, whether of many or few, and the class and description of the same.

Ans. I have owned vessels for the last eighteen years. For the last ten years I have owned, I should say, 25,000 tons of shipping. They have been almost entirely sailing ships, chiefly iron, of from 800 to 2,500 tons register. I have also, for the last three years, owned an iron steamer, the "Prince of Wales," which has been running regularly between Liverpool and Martyn, in North Wales, where I have a residence. With the exception of the "Prince of Wales" and the "Georgia," I have never owned or had any interest in a steamer which went to sea.

Int. 21. Whether or not have you for any period of time bought and sold vessels. If yea, for how long a period and to what extent?

Ans. I have occasionally, for many years past, bought and sold vessels when favorable opportunities presented themselves, but I have not made a regular practice of it. I may have bought and sold eight or ten vessels during the last ten years.

Int. 22. Whether or not, in the year 1864, you knew of the steamer named the "Georgia." If yea, when did you know of her. State your means of knowledge.

Ans. I knew of the "Georgia" generally as a confederate cruiser, but had no particular knowledge about her, nor had I ever seen her until in 1864 I saw her advertised for sale in Liverpool, which induced me to send my overlooker, Captain Jones, to look at her. I knew nothing more about [her] than what appeared in the public papers.

Int. 23. If you say, in answer to the last interrogatory, that you saw an advertisement of said steamer, please state in what paper you saw the same and when, and annex the said advertisement to your deposition if you can, and if you cannot, please state the substance of the same or annex a copy thereof to your answer.

Ans. I saw the advertisement of the sale of the "Georgia" in the Liverpool daily papers, the daily Post and Mercury, and other
100 papers, I think, in April or May, 1864. I produce the Liverpool Journal of Commerce of 19th May, 1864, in which the advertisement appears. I also saw the advertisement in the Mercantile Shipping Gazette, of London, of 1st June, 1864; Gore's Advertiser of the 19th and 26th May, 1864; Liverpool Daily Telegraph of the 19th May, 1864. I now produce the papers above enumerated.

Int. 24. If you say that you saw an advertisement of said steamer for sale, please state whether or not by reason thereof or thereupon you took any action with regard to her. If yea, what?

Ans. On seeing the advertisement I went to the brokers Curry, Kellock & Co., and made inquiries about the vessel.

Int. 25. Whether or not you applied to any person or persons in regard to said steamer? If yea, to whom, when, and for what purpose?

Ans. I did not apply to any one but Curry, Kellock & Co. I applied to them within a few days after I saw the advertisement in order to get information about the vessel.

Int. 26. If you say that you applied to Messrs. Curry, Kellock & Co., please state who they are, how long you have known them, what is their business, and where is their place of business.

Ans. Curry, Kellock were brokers for the sale of steamers and ships. I have known them ever since I have been in Liverpool. Their office is at the corner of Rumford street and Water street in Liverpool.

Int. 27. Please state fully the substance of your conference with Messrs. Curry, Kellock & Co. in regard to said steamer, and what you did with reference to her thereupon.

Ans. I asked them many questions about her build, strength, sailing and steaming qualities, engines, consumption of fuel, and so on. All such questions in fact as an intending purchaser would ask. After some days' negotiation I bought her conditionally, on my being able to get her properly registered as a British ship at Liverpool.

Int. 28. Whether or not at or about this time did you have any

communication with the collector of her Majesty's customs at Liverpool concerning the "Georgia?" If yea, when, with whom, giving his name and office, and where?

Ans. In the first instance Curry, Kellock & Co., at my request, communicated with Mr. Samuel Price Edwards, the collector
101 of customs at Liverpool, as to the "Georgia" being registered all right as a British vessel. After some days they reported that everything would be right, and that I might safely buy her. Afterwards, and before completing the purchase, I personally asked Mr. Edwards myself whether there would be any difficulty about registering the vessel as a British ship, and I was informed by him there would not be any such difficulty.

Int. 29. If, in answer to the last interrogatory, you say that you had the communication inquired of, please state the subject of the same, and the substance and result of the same, if verbal; and, if the same was in writing, annex the same to this deposition, or copies thereof; if you have not the original, stating where the original is.

Ans. My answer to the last interrogatory is an answer to this question. The communications were verbal; there was nothing in writing.

Int. 30. If you say, in answer to the last interrogatory, that you applied to the officers of her Majesty's customs to know whether you could obtain a register for the "Georgia," state what you learned.

Ans. I learned, as above stated, that I could obtain such a register.

Int. 31. Whether or not your negotiations with regard to the "Georgia" were delayed by reason of what you state with regard to the custom-house officers and your interviews with them, or any of them? If yea, how long a delay was caused thereby?

Ans. A delay of a week or ten days occurred in consequence of my requiring to be satisfied as to the vessel being registered.

Int. 32. If, in answer to any former interrogatory, you say that you learned that you could have the "Georgia" registered, please state what, if anything, you next did, or caused to be done, in regard to her. State fully.

Ans. Having learned that the authorities would give me a register, I completed my purchase, and paid the money. I then sent the bill of sale to the custom-house at Liverpool, and afterwards attended myself and made the requisite declaration of ownership, in order that the vessel might be registered.

Int. 33. If, in answer to the last interrogatory, you say that you purchased said steamer, please state whether you did so personally or through Curry, Kellock & Co., and when?

102 Ans. I purchased the "Georgia" through Curry, Kellock & Co. The contract was signed on the 2d June, 1864.

Int. 34. Whether or not you examined said steamer yourself before you purchased her? If yea, when, where was she, and what was her condition? State fully.

Ans. I saw the "Georgia" for the first time and only time in my life, within a few days after I bought her. She was in the Birkenhead dock. She was in very good order, but there was nothing pe-

culiar about her, except that she was unusually strong, and had evidently been adapted to carry two guns on her deck.

Int. 35. How much did you pay for said steamer, and to whom, and in what, and at what date?

Int. 36. When you purchased said steamer, state fully what her condition was, at what dock or wharf she was, whether or not she had any armament or stores on board?

Ans. The "Georgia" was in the Birkenhead dock when I bought her, and I first saw her there some days afterwards. She had no armament or stores on board. The stores had been sold previously by auction. She was generally in very good condition.

Int. 37. Whether or not you purchased any armament or stores of said steamer?

Ans. I did not, with the exception of the stores mentioned in the inventory, which I now produce.

Int. 38. If you annex to the last that you did not state what disposition was made of them.

Ans. I had no knowledge what disposition was made of the armament, except that I understood the sellers of the "Georgia" had taken possession of it. The stores were, I believe, as I have already stated, sold by auction.

Int. 39. Upon purchasing said steamer, whether or not did you receive a bill of sale for the same? If yea, who delivered said bill of sale to you, and when?

Ans. I received a bill of sale of the "Georgia" from Curry, Kellock & Co., on 13th June, 1864.

Int. 40. Where is said bill of sale, in whose possession has
103 it been since you received it, where did you last see it, and will you annex the same to your deposition?

Ans. The bill of sale, after being produced at the custom-house, remained in my custody or in that of my solicitor until the present time. I now produce it.

Int. 41. If you cannot annex said bill of sale as requested in the last interrogatory, please annex a copy of the same, and let the copy be duly certified by the officer of her Majesty's customs, at Liverpool or elsewhere, where the same was recorded.

Ans. I have annexed the original bill of sale to my deposition. It is in the printed form required by law.

Int. 42. Whether or not you procured a register of said steamer? If yea, when, where, from what office?

Ans. I procured a register of the "Georgia" at the Liverpool custom-house; I believe within a few days after 30th June, 1864.

Int. 43. Will you annex a copy of said register, duly certified by the officer empowered to furnish the same?

Ans. I now produce a copy of the register which I obtained, verified by the officer empowered to furnish the same.

Int. 44. Please state who signed said bill of sale inquired of in previous interrogatories.

Ans. The bill of sale was signed by Captain J. D. Bullock.

Int. 45. If you say, in answer to the last interrogatory, that James

Dunwoody Bullock signed said bill of sale, please state whether or not you had any personal communication with him prior to receiving said bill of sale.

Ans. The only communication I had personally with Captain Bullock, before I received the bill of sale, was a day or two before the 13th June, 1864, when, finding that everything was right at the custom-house, I called on him, and proposed to pay the purchase money in cash under discount, instead of by banker's bills, as stipulated by the contract.

Int. 46. After receiving said bill of sale what measures did you adopt to complete your title to said steamer, as a matter of record, if any?

Ans. I sent the bill of sale to the custom-house, and made the necessary declaration of ownership, as required by law.

104 Int. 47. On what day did you agree to purchase said steamer, and on what day was the purchase completed?

Ans. I agreed to buy the steamer conditionally, on being satisfied as to obtaining a register for her, on the 2d June, 1864. The purchase was completed on the 13th June, 1864.

Int. 48. After you had paid for said steamer, and received said bill of sale, please state what you next did with regard to her, or the employment or disposition of her.

Ans. I ordered my overlooker to dismantle her, and to break up all her internal fittings, and to get her ready to take a cargo of fine goods. At that time I intended to send her to Japan, that being the purpose for which I bought her.

Int. 49. Whether or not you received any offer for the employment of said steamer after you purchased her? If yea, when, and from whom?

Ans. Finding it would be three or four months before the Japan cargo would be got ready for shipment, I went to Mr. S. B. Guion, of Liverpool, soon after I bought her, and asked him if he would charter her for a voyage to New York and back. He said he would see her and let me know. In a day or two he said he could not take her as she was too small. I then went on preparing the Japan cargo, but some time in July Mr. Meacock, of Liverpool, ship-owner and forwarding agent, came to me, as agent for Messrs. Bennett and Wake, ship brokers of London, brokers employed by the Portuguese government, and asked if I would charter the "Georgia" to the Portuguese government, for three or four months, to carry mails and passengers between Lisbon and the west coast of Africa.

Int. 50. If you say you received an offer from the consul of the Portuguese government for the employment of said steamer, please state who personally made you the offer. If it was made in writing, please annex a copy of the same.

Ans. The offer referred to in the last answer was made in the usual way verbally by the brokers employed. I saw Mr. Meacock and one of the firm of Bennett & Wake about it at my office in Liverpool; there was no written offer.

Int. 51. If the offer last inquired of was verbal, please state the

terms and requirements of the same, fully and particularly. State all that was said by the party making said offer, with regard to
105 the service for which said steamer was needed, and as to the conditions she was to be put in as to repairs and alterations, if anything.

Ans. The terms arranged with the brokers for the charter to the Portuguese government, appear fully in the charter party which was entered into and a copy of which, marked A, is annexed to the interrogatories and now shown to me. The copy charter-party shows what was to be done as to repairs and alterations, and also the service in which the steamer was to be engaged. All the conversation which took place before the charter-party was entered into had reference to the terms which appear in that document, and not to anything else.

Int. 52. Whether or not, after purchasing said steamer, you caused any alterations or repairs to be put on her? If yea, what, when did you commence the same, where was she when the same were put on her? State fully and particularly all that was done by way of such alterations and repairs.

Ans. After purchasing the steamer I had all her internal fittings removed. I began to do this immediately after the purchase was completed, and I proceeded to get the steamer ready for a cargo of fine goods. When I had chartered her to the Portuguese government, I had passenger berths fitted up and other things as required by the charter party. The alterations were commenced at Birkenhead and completed in one of the Liverpool docks, I believe the Wapping or the Queen's dock. The alterations were completed, I think, about the fifth or sixth August, 1864.

Int. 53. Please state fully how much money you expended in making alterations and repairs and said steamer, and when the same were completed.

Ans. The alterations and repairs and the outfit cost three thousand one hundred and sixty-five pounds. They were completed at the time mentioned in the last answer.

Int. 54. After said repairs and alterations were completed, what, if any further, dealings did you have with said Portugurese government concerning said steamer?

Ans. The Portuguese government paid me, through Mr. Meacock, the first month's charter money. I received the amount, nine hundred and twenty-three pounds eight shillings, being the first
106 month's charter money, £972 less £48 12*s* brokerage, on the first August, 1864, and on the eighth August, 1864, the Georgia sailed for Lisbon.

Int. 55. If you say said steamer was, after said repairs and alterations were complete, chartered to the Portuguese government, please state where the original charter-party is, and annex the same to your deposition, if you can. And if you cannot so annex it, please give the reason why.

Ans. The original charter-party is held by Bennett & Wake of London, the brokers for the Portuguese government. They decline to give it up because it is required on a trial now pending between

the Portuguese government, plaintiffs, and myself, defendant, for breach of the charter party.

Int. 56. Please examine the document hereto annexed, marked A, and say what it is.

Ans. The document marked A, annexed to the interrogatories is a correct copy of the charter-party above mentioned.

(This document is substantially the same as the charter-party on page 23—26, which see.)

Int. 57. Who were the parties signing the same?

Ans. The charter party was signed by F. J. Van Zeller, for the Portuguese government, and by myself.

Int. 58. State fully what, if anything, you did after said charter party was signed, or before it was signed, and in reference to its being signed, towards preparing said steamer for sea?

Ans. I caused the steamer to be made ready in all respects as required by the charter-party. I did nothing more to her than what I have already stated.

Int. 59. For what service did you fit her?

Ans. To carry mails and passengers between Lisbon and the west coast of Africa.

Int. 60. Whether or not you had any agent or person in your employ to aid you in fitting out said steamer? If yea, who was he?

Ans. The alterations and fitting out were superintended entirely by Mr. John Jones as my regular overlooker, and by no other person.

Int. 61. Whom did you employ as captain to command her?

Ans. I appointed Mr. W. F. Withycombe captain of the Georgia. He was my senior captain, and had been in my employ for 16 years consecutively, and is so still.

107. Int. 62. If you say you employed one Whithycombe, state who he was, how long you had known him, of what nation was he, and whether or not he had ever been in your employ before? And if yea, how long, and in what service or employment?

Ans. I refer to the last answer. W. F. Withycombe is an Englishman. I have known him for fully 25 years. Since he came into my employ he has been engaged almost entirely in the East Indian trade as master. I have also employed him to superintend the building of ships for me in Canada, about 16 years ago.

Int. 63. What, if any, crew were engaged for said steamer?

Ans. A regular crew was engaged for the Georgia, consisting of thirty-six hands, all told, including four engineers and fourteen firemen. I produce certified copies of the crew list in two sheets.

Int. 64. Whether any armament was furnished said steamer or not for the voyage contemplated under said charter party?

Ans. No armament whatever was provided, except six muskets, and six cutlasses. It is always usual to put a few small arms on board merchant vessels.

Int. 65. Whether or not any other voyage was contemplated by you, or to your knowledge than the one set forth in said charter party?

Ans. I never contemplated any other voyage than that provided

for by the charter party, nor was any other voyage contemplated by any other person.

Int. 66. What, if any, papers, books, or documents were furnished said captain for said voyage? Please state fully.

Ans. The only books, papers, or documents furnished to the captain were a log-book, and a letter ordering him where to proceed to. I also gave him an introduction to Creswell & Co., my agents at Lisbon.

Int. 67. What verbal instructions did you give the said captain commanding with regard to said voyage and service?

Ans. I told him to study the charter-party and act up to it. I gave him no other instructions.

Int. 68. Whether or not you addressed or enclosed to said captain before commencing said voyage, any written communications in regard to said voyage? If yea, where are the originals?

Ans. I addressed to the captain the communications mentioned in my answer to the sixty-sixth interrogatory. I don't know
108 what has become of those letters unless they were taken when the steamer was seized by the U. S. steamer Niagara.

Int. 69. Please examine the documents hereto annexed marked respectively B, C, and D, and state of what they are copies and whether or not you ever saw the originals of the same.

Ans. The document B is a copy of the letter of introduction to Creswell & Co., which I gave Captain Withycombe. The document C is the letter which I addressed to Captain Withycombe, and which is referred to in my answer to the sixty-sixth interrogatory. I gave him no other instructions. The document D is a copy of a letter which I received from the acting consul for Liverpool. I certainly saw the original of all those documents.

Int. 70. If you say you have ever seen the original papers of which the last three exhibits purport to be copies, please state fully what they were and what, if anything, you had to do with them; give a full account of the same.

Ans. I refer to my last answer.

Int. 71. Please annex to this deposition duly authenticated copies of all papers and documents furnished said captain for said voyage, by the officers of her Majesty's customs at Liverpool.

Ans. I now produce authenticated copies of the clearance papers furnished to the Georgia when she sailed from Liverpool for Lisbon. Those were the only papers furnished by the officers of customs at Liverpool to the captain for that voyage.

Int. 72. Be particular and state whether a certificate of registry was furnished said captain, and if there was, annex a certified copy of the same as requested above.

Ans. The captain had a certificate of registry furnished to him before he sailed. I have already produced a certified copy of the register.

Int. 73. State all that transpired concerning the fitting out of said steamer for sea not particularly inquired of above that may be material to this cause.

Ans. I have already stated everything which transpired.

Int. 74. When did said steamer clear for sea, if at all. At from what port?

Ans. The Georgia cleared from Liverpool on 4th Aug., 1864.

109 Int. 75. For what port did she clear?

Ans. She cleared for Lisbon.

Int. 76. Whether or not she sailed from Liverpool after so clearing? if yea, when did she sail, giving day and date; for what voyage, and in whose command, and in what service, and how was she furnished and equipped? State and describe fully.

Ans. She sailed on the morning of the 8th Aug., 1864, from Liverpool for Lisbon, in command of Captain Withycombe, in the Portuguese mail service. She was furnished and equipped as any other merchant steamer would be and in no other way. She was not in any respect prepared or equipped for any other service or purpose.

Int. 77. Whether or not said voyage was completed; if not why not, when did you next hear from her?

Ans. The voyage was not completed, because the "Georgia" was seized when approaching Lisbon by the United States steam frigate "Niagara." I first heard of her having been seized on 24th August, 1864. I was in Lincolnshire at the time, and received a telegram there from my son at Liverpool.

Int. 78. For what purpose, employment or service did you purchase said steamer?

Ans. I refer to my answer to the forty-eighth interrogatory. I bought her solely and exclusively for ordinary mercantile purposes, and if my American friends Guion & Co. would have taken her, her first voyage would have been to New York.

Int. 79. Whether or not you were in any way directly or indirectly interested in the steamer you purchased as above inquired of, prior to June, A. D. eighteen hundred and sixty-four, either directly or indirectly, or in her voyages or earnings?

Ans. Not in the slightest degree, directly or indirectly. I knew nothing about her.

Int. 80. Whether or not said steamer, when she sailed from Liverpool as inquired of, after your purchase, had on board any articles contraband of war?

Ans. None whatever.

Int. 81. Whether or not from the time you purchased said steamer to the time she thereafter sailed from Liverpool, did you receive any notice or intimation from the government of the United States,

110 or any one representing said government, that your title to said steamer would be questioned, or any notice or intimation whatever from said source?

Ans. I never received any such intimation or notice.

Int. 82. Whether or not at the time you completed your purchase of said steamer "Georgia," or at any time thereafter, any other person, persons, government, or corporation had any interest in, or title or claim to her other than yourself, except that given to the Portuguese government under the charter-party above referred to?

Ans. Certainly not.

Int. 83. Whether or not you know where said "Georgia" was built? if yea, where and when?

Ans. I believe she was built at Dumbarton, in Scotland, in 1863, by Messrs. Denny. I bought her so believing.

Int. 84. Please state any and all circumstances, matters and things connected with or relating to said "Georgia," your purchase of her, your employment of her, and generally all such circumstances, matters, and things which are material to the establishment of your claim in controversy as fully as if you had been particularly interrogated thereto.

Ans. I bought the ship in perfect good faith for ordinary mercantile purposes. I knew by common report that she had been employed as a confederate cruiser, but I thought if the United States government had any objection to the sale, they or their officers would have given some public intimation of it, as the sale was advertised in the most public manner. I never had the most remote idea of allowing the vessel to be employed for hostile purposes or for blockade running. As evidence in support of my statements as to the charter of the vessel to the Portuguese government, I now produce the following documents in relation to that charter and the sailing of the vessel. The documents are in all cases true copies of the originals:

(a) Copy letter M. J. & J. Meacock to me, 14th July, 1864,
(b) Copy telegram from Van Zeller to me, 6th Aug., 1864.
(c) Copy telegram from myself to Van Zeller, 6th Aug., 1864.
(d) Copy telegram from Van Zeller to me, 6th Aug., 1864.
(e) Copy telegram from myself to Van Zeller, 6th Aug., 1864.
(f) Copy telegram from myself to Van Zeller, 6th Aug., 1864.
(g) Copy letter from Van Zeller to me, 6th Aug., 1864.
111 (h) Copy letter from Alvaro Cariveiro Geraldo to me, 8th Aug., 1864.
(i) Copy telegram myself to Portuguese consul general, London, 8th Aug., 1864.
(j) Copy telegram Van Zeller to me, 8th Aug., 1864.
(k) Copy letter Alvaro Cariveiro Geraldo to me, 8th Aug., 1864.
(l) Copy letter myself to consul for Portugal, Liverpool, 8th Aug., 1864.
(m) Copy letter myself to Van Zeller, 8th Aug., 1864.
(n) Copy letter Van Zeller to me, 8th Aug., 1864.
(o) Copy letter myself to Van Zeller, 9th Aug., 1864.
(p) Copy letter Van Zeller to me, 18th Aug., 1864.
(q) Copy letter myself to Van Zeller, 19th Aug., 1864.

I wish to add that the orders dated 3d August, 1864, referred to in my letter of the 8th Aug., 1864, to Captain Withycombe, abovementioned, were orders which had been enclosed to me by the consul general of Porgugal in London for the commander of the "Georgia," directing him to proceed to Lisbon and report his arrival there to some of the officials of the government, and also handing a packet of letters for the Portuguese government. I now produce a copy of the orders in question.

Cross-interrogatories:

Cross-int. 1. Did you know before you completed your alleged purchase of the "Georgia" that Messrs. Currey, Kellock & Co. were brokers or agents, and not principals in the transaction?

Ans. Yes.

Cross-int. 2. Did you inquire or take any means of ascertaining whether they were principals or agents in the transaction?

Ans. I knew they were only agents.

Cross-int. 3. Do you not know that James Dunwoody Bullock, who signed the bill of sale, was an agent of the so-called confederate government?

Ans. I never saw or spoke to James Dunwoody Bullock before I bought the "Georgia." I then for the first time knew him, and I understood that he was an agent of the so-called confederate government.

Cross-int. 4. Was it not generally or extensively reported in Liverpool that he was so, in the years 1863 and 1864?

112 Ans. I never heard of Mr. J. D. Bullock at all until after I bought the "Georgia."

Cross-int. 5. With reference to the thirtieth and other direct interrogatories, please to state what led you to doubt that you could obtain a register for the "Georgia" from the proper officer of her Majesty's customs.

Ans. When I learned that the "Georgia" was being sold by Mr. J. D. Bullock as the agent of the confederate government, I thought it was only prudent to ascertain whether there would be any difficulty on the part of the custom-house authorities in getting the sale to me registered.

Cross-int. 6. Please to annex copies of your correspondence with the foreign office of her Majesty's government, on the question of your right to purchase the "Georgia," or, as to whether you would be protected in the purchase. Annex copies of the reply or replies received by you; as well as of your own letters.

Ans. I had no correspondence with the foreign office of her Majesty's government on the question of my right to purchase the "Georgia."

Cross-int. 7. Please to state whether the annexed document marked "A" is a copy of a letter written and sent by you to the editor of the Daily Post, for publication. If you say it is not a correct copy, please to amend it, or annex a correct copy. Was the letter published in that journal?

Ans. Yes, it is; the letter was I believe published in the Daily Post. On reading the memorial I thought it had been got up for party political purposes, and as I, though one of the largest shipowners in Liverpool, had never been consulted about it, I wrote the letter in question hastily and under the influence of temper.

Cross-int. 8. Please to state whether the annexed document marked "B" is a copy of the memorial of the Liverpool shipowners to which your letter refers. If you say it is not a correct copy, please to amend it or annex a correct copy.

Ans. I believe it is a correct copy.

Cross-int. 9. Did you or not insure the "Georgia" or cause her to be insured for you against belligerent capture?

Ans. I sent instructions to Robert Bradford & Co., my
113 London insurance agents, to insure £10,000 on the "Georgia" in London, valued at £23,000, for the voyage as per charter-party. I also insured £10,000 on the vessel in Liverpool. I did not intend or contemplate that the insurances would cover belligerent capture. The Liverpool policies did not cover that risk; the London policies, contrary to my expectation, did cover it; but the London brokers having insured £15,000 instead of £10,000 according to my orders, I made them cancel the extra £5,000, showing how little importance I attached to the capture clause. I now produce to be annexed to my deposition, the following documents relating to the insurance of the "Georgia," viz:

I. Copy letter myself to Rob. Bradford & Co., 27th July, 1864.
II. Copy letter R. Bradford & Co. to me, 28th July, 1864.
III. Copy letter myself to R. Bradford & Co., 1st Aug., 1864.
IV. Copy letter R. Bradford & Co. to me, 2d Aug., 1864.
V. Copy letter myself to R. Bradford & Co., 2d Aug., 1864.
VI. Copy letter R. Bradford & Co. to me, 3d Aug., 1864.
VII. Copy letter myself to R. Bradford & Co., 3d Aug., 1864.
VIII. Copy letter R. Bradford & Co. to me, 4th Aug., 1864.
IX. Copy London policy for £6,000, 5th Aug., 1864.
X. Copy London policy for £1,000, 3d Aug., 1864.
XI. Copy policy with London and Caledonian Marine Insurance Company for £1,000, 5th Aug., 1864.
XII. Copy policy with English and Scottish Marine Insurance Company for £2,000, 5th Aug., 1864.
XIII. Copy policy with Thames and Mersey Marine Insurance Company for £4,000, 2d Aug., 1864.
XIV. Copy policy with Burn and Ainley for £3,000, 3d Aug., 1864.
XV. Copy policy with Albion Marine Insurance Company for £3,000, 5th Aug., 1864.

Cross-int. 10. Did you recover of the underwriters for a total loss by reason of the capture of the Georgia by a naval force of the United States?

Ans. I took law proceedings to recover the amount of the London policies, but I have not yet succeeded in doing so. I got a verdict, but the underwriters have applied for a new trial.

ED. BATES.

114 *Papers annexed to direct interrogatories.*

B.

LIVERPOOL, *4th Aug't*, 1864.

Messrs. Cresswell & Co., Lisbon:

DEAR SIRS: This will be handed you by Capt. Whitteycombe of my S. S. Georgia which vessel I have chartered to y'r gov't.

Any assistance you can render Capt. W. will be duly appreciated by me.

Capt. Willecombe is my senior captain and I have the greatest confidence in him.

Yours resp'y,

ED. BATES.

C.

LIVERPOOL, 8 *Augt.*, 1864.

Capt. W. F. Witteycombe, S. S. Georgia:

DEAR SIR: The enclosed has just come to hand. You will proceed to Lisbon in accordance with y'r orders dated the 3d inst. as soon as you can.

Wishing you a safe and pleasant trip, I am, dear sir, yours resp'y,

EDWARD BATES,
Sole owner of the Georgia S. S.

D.

PORTUGUESE CONSULATE, 42 SOUTH JOHN STREET,
Liverpool, August 8th, 1864—11.15 a. m.

E. Bates, Esq., Liverpool:

SIR: I have just received a telegraph message from his Ex-
115 cellency the Count De Lavradio, minister for Portugal in London, ordering the Georgia (S. S.) to sail at once.

I have the honor to be, sir, yours respectfully,

ALVARO CARNEIRO GERALDES,
Acting Consul for Portugal.

Papers annexed to cross-interrogatories.

A.

The Liverpool ship-owners to the editor of the Daily Post:

SIR: I am a Liverpool ship-owner and do not agree with those Liverpool ship-owners in one word of their memorial to the House of Commons, but quite the reverse. I consider our foreign enlistment act quite stringent enough already for any one except those owning American ships, or parties in the American trade.

In future when you honor these Liverpool ship-owners and their memorial with a long "editorial," perhaps you will be good enough to state, when you write the "Liverpool ship-owners," you mean only a small portion of them.

I am, sir, your obedient servant,

(Signed) EDWARD BATES.

L'pool, May 19th, 1864.

116 B.

To the Hon. the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The petition of the undersigned, ship-owners of Liverpool, showeth:

"That your petitioners who are deeply interested in British shipping, and many of whom memorialized Earl Russell, her Majesty's Principal Secretary for Foreign affairs, to this same effect, on the 9th June, 1863, view with dismay the probable future consequences of a state of affairs which permits a foreign belligerent to construct, and send to sea from British ports, vessels of war in contravention of the provisions of the existing law.

"That the immediate effect of placing at the disposal of that foreign belligerent a very small number of steam cruisers, has been to paralyze the mercantile marine of a powerful maritime nation, inflicting within a few months losses, direct and indirect, on its ship-owning and mercantile interests which years of peace may prove inadequate to retrieve.

"That your petitioners cannot shut their eyes to the probability that in any future war between England and a foreign power, however insignificant in naval strength, the example now set by subjects of her Majesty while England is neutral may be followed by citizens of other countries neutral when England is belligerent.

"That the experience of late events has proved to the conviction of your petitioners that the possession by a belligerent of swift steam cruisers under no necessity, actual or conventional, to visit the possibly blockaded home ports of that belligerent, but able to obtain all requisite supplies from neutrals, will become a weapon of offence against which no preponderance of naval strength can effectually guard; and the severity of which will be felt in the rates of the shipping and mercantile wealth of the nation against whose mercantile marine the efforts of those steam cruisers may be directed.

"That the effect of future war with any power thus enabled to purchase, prepare, and refit vessels of war in neutral ports, will inevitably be to transfer to neutral flags that portion of the sea carrying trade of the world which is now enjoyed by your petitioners and by other British ship-owners.

"That over and above the chances of pecuniary loss to
117 themselves cargo on a light draft of water; is abundantly found in stores, and is your petitioners' share in the regret with which a law regarding community must naturally look on successful attempts to evade the provisions of an act of Parliament passed for a single and simple purpose, but which has been believed to not give the Executive all the powers needed for its effective execution.

"That if the existing law be found insufficient for the purpose, your petitioners would respectfully urge upon your honorable house the expediency of sanctioning the introduction of such amendments in the foreign enlistment act as may have the effect of giving greater power to the executive to prevent the construction in British ports

of ships destined for the use of belligerents, and your petitioners would further suggest to your hon. house the importance of endeavoring, through her Majesty's government, to secure the assent of the governments of the United States of America, and of other foreign countries, to the adoption of similar regulations in those countries also. And your petitioners, as in duty bound, will ever pray."

The inventory of stores referred to by Edward Bates in his answer to the thirty-seventh interrogatory-in-chief.

A. T. SQUAREY,
Commissioner.

For sale, the splendid screw steamer Georgia,

751 tons builders' measurement; 648 tons gross; and 427 tons net register; built by Messrs. Denny, at Dumbarton, in 1863, and has engines of 200 horse power, nominal, with tubular boilers; has surface condensers, donkey engine, two steam winches, &c., &c.
118 Diameter of cylinders 50 inches; length of stroke, 42 inches; speed, 12 knots; carries a large quite ready for immediate employment. Dimensions—length, 219 feet; breadth 27 feet 25-100ths; depth, 14 feet 75-100ths.

Lying at the Victoria wharf, in the Birkenhead float.

For specifications and further particulars apply to

CURRY, KELLOCK & CO.,
Brokers for the sale and purchase of Ships, Ship Valuers, &c.,
Walmer Buildings, Water Street, Liverpool.

Inventory.

Anchors.—3 best bowers, 1 small do., 1 stream do., 2 kedges, 1 boat's anchor.

Cables.—2 chain cables, about 90 fathoms each, with hooks, punches, &c., 2 spare shackles, 1 stream cable, 1 mooring chain, 30 fathoms, 1 hawser, 8 in., 90 fathoms, Manilla, 1 hawser, 9 in., 90 fathoms, Manilla, 1 hawser, 8 in., 70 fathoms, hemp, 1 warp, 5½ in., 90 fathoms, hemp, 1 tow line, 11 in., 60 fathoms, Manilla.

Boats.—2 life boats, 1 quarter boat, 1 pinnace do., 2 boats' masts, 4 boats' rudders and tillers.

Sails.—1 flying jib, 2 standing jibs, 2 fore topmast stay-sails, 2 fore stay-sails, 3 fore topsails, 2 fore top-gallant sails, 1 fore spencer, 2 square fore-sails, 2 main top-sails, 3 do. topgallant-sails, 1 square main-sail, 1 boom main-sail, 4 topmast steering-sails, 4 lower do., 2 topgallant do., 3 quarter-deck awnings, 2 main-deck do., 1 wind-sail, 4 boat-sails, 6 bolts of No. 2, 3, 6, and 7
119 canvas, 4 canvas cots, 30 lbs. twine, 4 boats' covers, quantity old canvass, about 100 hammocks, 5 boats' awnings, 7 sail covers, 4 hatch covers.

Carpenter's and boatswain's stores.—4 pump spears, 4 pump breaks, 3 lower pump boxes, 1 sounding rod, 12 lbs. spare pump leather, about 40 service leather, 1 hermaphrodite spar, 4 top-mast

studding-sail booms, 4 topgallant do., 6 steering-sail yards, 12 top and topgallant steering-sail boom irons, 1 side ladder with stanchions, 2 side ladders, 3 pair screws, with handles, 6 hatch bars, 4 tarpaulins, 10 capstan bars, 1 pitch pot, 1 buoy, 2 tar brushes, 6 hooks and thimbles, 20 oars, 4 boat hooks, 4 quarter-boat davits, falls, and blocks, 1 pump hose, 11 coils spun yarn, 13 hanks marline, 3 cat blocks, 6 double luff tackle blocks, 4 single do., 16 coils new cordage, 20 remnants do., 157 spare blocks, different sizes, 6 spare dead-eyes, 83 spare sheaves, 20 iron stanchions, 36 thimbles and 10 patent links, 100 brass thimbles, quantity small chain, 3 trucks, 2 cwt. old iron, 2 chain stoppers, 2 fish hooks, 8 hatch blocks, iron bound, 6 ballast shovels, 20 marline spikes, 6 serving mallets, 4 pair chain canhooks, 6 pair grips, 5 cork fenders, 6 padlocks, 1 filtering stone, with case, 4 boat chocks, 2 grindstones, troughs, and handles, 1½ cwt. old rigging, 12 scrapers.

Cooper's stores.—2 ballast tubs, 2 water casks, 2 harness casks, 28 buckets, 4 gutta percha do., 3 mess kits, 1 water funnel, 7 water brakers.

120 Ship-chandler's stores.—2 brass binnacles, 2 brass compasses, 3 log glasses, 2 barometers, 2 log reel lines, 3 log slates, 1 spying glass, 2 spare log lines, 2 deep sea lead lines, 4 deep sea leads, 3 hand leads, 1 hand lead line, 2 harpoons, 2 pair grains, 2 shark hooks, 6 binnacle lamps, 6 side lamps, 4 masthead lamps, 12 common do., 4 lanterns, 1 speaking trumpet, 1 ensign, 17 deck and paint scrubbing brushes, 3 balls cotton wick, 12 life buoys, 2 ship's bells, 4 oil cans, 3 oil feeders, 16 paint brushes, 13 do. pots, 1 surgery.

Cabin stores.—1 tea kettle, 1 tea pot, 1 basin, 2 water jugs, 1 metal tureen, 6 wash hand basins, 6 do. jugs, 1 sieve, 1 knife box, 1 timepiece, 8 looking glasses, 2 waiters, 1 chamber pot, 1 pair of steelyards, 1 scale and weights, 1 water funnel, 1 stove, with funnel and pan, 6 cabin chairs, 3 cabin tables, 2 coffee mills, 6 curtains, 8 hair sofa cushions.

Cook's stores.—1 cabouse, complete, with copper boilers, 1 frying-pan, 2 cook's ladles, 7 iron baking pans, 4 saucepans.

The vessel and her stores to be sold with all faults and defects, as they now lie, without any allowance for weight, length, quantity, quality, errors of description, or any defects or deficiencies whatever.

121 I hereby certify that the annexed two documents are true copies of the clearance papers of the "Georgia."

[SEAL.] JNO. MUDIE, *Office Searcher.*

Liverpool, 11th January, 1866.

Victualling bill.

Pilot unknown. Granted number [2964.]

Port of Liverpool.

Bonded and drawback stores in the "Georgia," ss.

William F. Withycombe, master, for Lisbon and west coast Africa.
240 men, passengers or troops.
Guns, 427 tons.

Net quantities taken on board.

Spirits, foreign:		
Rum,	per gall	34 galls.
Brandy,	per gall	20 6–10 and 3 24-32 galls.
Geneva,	per gall	
Other spirits, not sweetened		
Spirits, British or plantation:		
Rum,	per gall	
Gin,	per gall	
Whiskey,	per gall	4 galls.
Other spirits, not sweetened	per gall	
Wine,	per gall	20 galls.
Wine, (for drawback)	per gall	
Beer, (for drawback)	per gall	
Vinegar,	per gall	
Tea,	per lb	45 lbs. and 26 lbs. and 10 lbs.
Coffee,	per lb	238 lbs.
Coffee, roasted, (for drawback)		
Cocoa,	per lb	
Cocoa paste,	per lb	
Sugar, refined,	per cwt	0. 1. 15.
Sugar, refined (for drawback)	per cwt	
Sugar, unrefined,	per cwt	6. 3. 0.
Sugar, bastard, (for drawback)	per cwt	
Molasses,	per cwt	1. 3. 5.
Tobacco, (for drawback)	per lb	
Tobacco, negro head	per lb	84 lbs.
Tobacco, roll	per lb	
Segars,	per lb	
122. Pepper,	per lb	
Raisins,	per cwt	0. 1. 26.
Currants,	per cwt	0. 0. 20.
Figs,	per cwt	
Prunes,	per cwt	
Plums,	per cwt	
Sundries		
Surplus stores		

Examined 4th August, 1864.
Cleared 4 August, 1864.

JOHN MUDIE, *Searcher.*
J. GILL, *pro Collector.*
EDWARD BATES, *Owner.*
Residence, Liverpool.

No. 344.—Victualling bill.

80 Rms 11 | 64—H & S
5030

2,868, British ship, of Liverpool.—W. Pearson, p. Collr.

William Frederick Withycombe, master of the ship "Georgia," s. s., doth hereby declare that he is bound out from the port of Liverpool to Lisbon and west coast of Africa in ballast; that he hath not on board any passengers, nor will take on board his said ship any —— goods, wares, or merchandise whatever, except such stores and 2964 provisions as are necessary for the use of said ship, and the —— people on board thereof, during the said voyage.

WM. F. WITHYCOMBE.

Signed and declared this 4th day of August, 1864, in the presence of—

[s.] J. GILL, *p. Collr.*

123 I, William F. Withycombe, master of the ship "Georgia," s. s., do certify that all the requirements of the act 9 and 10 Victoria, cap. 100, have been duly complied with.

Witness my hand this fourth day of August, 1864.

WM. F. WITHYCOMBE.

427 tons.
24 men.
Owner, Edward Bates; bond taken.

J. MUDIE, *Searcher.*
G. R. CLEVER.

United Kingdom, No. 1-71, master's reports outwards in ballast. B. O., 65-1850.

ROBT. WILLIAMS.

The copy register of the "Georgia," referred to by Edward Bates, in his answer to the 43d interrogatory-in-chief.

A. T. SQUAREY, *Comm'r.*

Form, No. 19; copy register; official uumber of ship, 45,868; name of ship, "Georgia;" port number, 294; port of registry, Liverpool.

British or foreign built—British.
Whether a sailing or steam ship. Steam. If steam how propelled. Screw.
Where built. Dumbarton, in the county of Dumbarton.
When built. In the year 1863.
No., date, and port of previous registry, (if any.) Formerly registered at L'pool as the Japan, 93–1863. Sold to foreigners, and now re-registered as a British ship.
Number of decks one, and poop; build, clincher.
Number of masts, two; gallery none.
Rigged brig; head demi-woman.
Stern round; framework iron. Tonnage.

124

	No. of tons
Tonnage under tonnage deck	554.54
Closed in spaces above the tonnage deck, if any, viz: space or spaces between decks:	
Poop	85.67
Round house, stern room	1.39
Other enclosed spaces, (if any,) naming them, excess of crew	6.68
Deduct allowance for propelling power	648.28 221.03
Register tonnage	437.25

Measurements.

Length from the fore part of the stem under the bowsprit to the aft side of the head of the stern-post, 219 feet, — tenths.
Main breadth to outside of plank, 27 feet 25-tenths.
Depth in hold from tonnage deck to ceiling at midships, 14 feet 75-tenths.

Additional particulars for steamers.

	Tons.
Deduction of space required for propelling power	221.03

Length of engine-room, (if measured,) 54 feet 3-tenths.
Number of engines, two.
Combined power, (estimated horse power,) two hundred.

Names, residence, and description of the owners, and number of sixty-fourth shares held by each owner: Edward Bates, of Liverpool, in the county of Lancaster, merchant, sixty-four, (64.)

CUSTOM-HOUSE, LIVERPOOL, 19*th August*, 1865.

I hereby certify the foregoing to be a true copy of the particulars and ownership of the "Georgia" of this port.
Registry dated 30th June, 1864.

GEO. THOMAS, *pro Registrar.*

Customs, Aug. 19, 1865, Liverpool.

N. B.—To be addressed in an envelope to the chief registrar of shipping, custom-house, London.
No. 219.—Copy of registrar for transmission to chief registrar of shipping.

5 Rms 12 | 63 H & S
2128

125 The bill of sale referred to by Edward Bates, in his answer to the fortieth interrogatory-in-chief.

A. T. SQUAREY, *Comm'r.*

Bill of sale.

Form No. 10 A.

Steamer.—Official number of ship ——; name of ship, Georgia.
Port number, ——; port of registry, ——; British or foreign built, British.
Number of decks, ——; build, ——; number of masts, ——; galleries, ——; rigged, brig; head, ——; stern, ——; framework, iron.
How propelled, screw; where built, Dumbarton; when built, 1863.

Measurements:

Length from the fore part of the stem under the bowsprit to the aft side of the head of the stern-post, 219 feet — tenths.
Main breadth to outside of plank, 27 feet 25-tenths.
Depth in hold from tonnage deck to ceiling at midships, 14 feet 75-tenths.

Tonnage:

	No. of tons.
Tonnage under deck	
Closed in spaces above the tonnage deck, if any, viz: space or spaces between decks	
Poop	
Round-house	
Other enclosed spaces (if any,) naming them	
Deduct allowance for propelling power	221.03
Register tonnage	427.25

	Tons.
Deduction for space required for propelling power	221.03
Length of engine room (if measured) feet tenth.	
Number of engines	
Combined power (estimated horse power)	200

126 I, James Dunwody Bulloch, now residing at Waterloo, in the county of Lancaster, as agent for the government of the Confederate States of America, in consideration of the sum of fifteen thousand pounds, paid to† me by Edward Bates, of Liverpool, in the county of Lancaster, merchant, the receipt whereof is hereby acknowledged, transfer sixty-four sixty-fourth shares in the ship above particularly described, and in her boats, guns, ammunition, small-arms, and appurtenances, to the said Edward Bates.

Further‡ I, the said James Dunwody Bulloch, for§ myself and my heirs, covenant with the said Edward Bates and‖ his assigns, that¶ I have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from encumbrances **

In witness whereof I have hereunto subscribed my name and affixed

my seal, this eleventh day of June, one thousand eight hundred and sixty-four.

[SEAL.] JAMES D. BULLOCH.

Executed by the above-named James Dunwody Bulloch, in the presence of—

B. L. DILLON, *Walmer Buildings, Liverpool.*

CUSTOM HOUSE, LIVERPOOL.

Noted. 30th June, 1864.

J. C. JOHNSTONE.

* "I" or "we."
† "Me" or "us."
‡ "I" or "we."
§ "Myself and my" or "ourselves and our."
‖ "His," "her," or "their."
¶ "I" or "we."
** If there be any subsisting mortgage or outstanding certificate of mortgage, add "save as of the said ship."

Curry, Kellock & Co., brokers for the sale of ships, steamers, &c., Walmer Buildings, Water street, Liverpool.

127 Copy orders produced by Edward Bates, and referred to in his examination in his answer to the 84th interrogatory-in-chief.

A. T. SQUAREY, *Commissioner.*

[Copy.]

PORTUGUESE CONSULATE GENERAL, 4 JEFFREYS SQUARE, E. C.

London, 3 *August*, 1864, *E. C.*

To the captain commanding the steamer Georgia, Liverpool:

SIR: On the receipt of this letter you will immediately proceed to sea and sail with all possible despatch to Lisbon, where you will report yourself to the directors of the Companhia Lusitania, and deliver the packet of letters I send you herewith.

I am, sir, your most obedient servant,

F. I. VANZELLER,
Consul General.

128 *Papers referred to by Edward Bates in answer to eighty-fourth interrogatory.*

The document (A,) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

(A.)

Copy of telegram.

"Government accepted Georgia in charter; sent Mr. Bates, guaranteeing thirty cabin passengers; cabins painted; bunker ten days'

coal; ship ready four days half; address commission; see immediately and telegraph his acceptance; will then come down to-night."

LIVERPOOL, 14 *July*, 1864.

Edward Bates:

SIR: We received the above telegram after you had left for Wales, but seeing your Mr. Jones, he suggested that we should write you, as he thought it possible you might not be in town to-morrow; it is likely our friends may leave London to-night in order to see you and arrange the charter of the Georgia. In the event of your not being here, perhaps you will telegraph us as early as convenient, so that we may inform our friends of your answer.

(Sd.) J. W. J. & F. MEACOCK.

The document (B,) produced by Edward Bates, and referred to in his examination before me.

(B.)

Telegram 6th August, 1864.

From Van Zeller, consul general, London, to Edward Bates, Rumford Place, Liverpool:

I have just heard from Liverpool; Niagara waiting to cap-
129 ture Georgia outside English waters; if you are afraid, I will cancel charter, your returning charter money and pay for coals, etc.; otherwise send her to sea at once.

The document (C) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

(C.)

Telegram 6th August, 1864.

From Ed. Bates, Liverpool, to Van Zeller, consul general, Portugal, London:

I am not afraid; only old women's talk; send orders from your minister, and ship shall go to sea.

The document (D) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

(D.)

Telegram 6th August, 1864.

From Van Zeller, Portuguese consul, London, to Edward Bates, Rumford Place, Liverpool:

Your telegram received; it was by order of my minister that I sent it to you; send the steamer to sea at once.

130 The document (E) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

(E.)

Telegram 6th August, 1864.

From Ed. Bates, Liverpool, to Van Zeller, consul general, Portugal, London:

Your telegram to hand; must have orders from Portuguese minister through Liverpool consulate as the order for detention came through same channel. Get this done immediately or Georgia will not sail.

The document (F) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

(F.)

Telegram 6th August, 1864.

From Ed. Bates, Liverpool, to Van Zeller, consul general, Portugal, London:

I have orders from your minister in London not to sail. Send orders to consul here, when I will go to sea at once.

131 The document (G) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

[Copy.]

(G.)

PORTUGUESE CONSULATE,
London, the 6th August, 1864.

Edward Bates, esq., Liverpool:

SIR: The Portuguese minister telegraphed to the vice consul at Liverpool to detain the Georgia. Having seen his excellency to-day, I find he had been informed that a report was current that the Georgia's destination was not Lisbon, and that she had warlike stores on board, and that in consequence of this not being the case, he gave me instructions to telegraph you, which I did thus:

"I have just heard from Liverpool; Niagara waiting to capture Georgia outside English waters; if you are afraid I 'will cancel charter, your returning charter money and pay for coals, &c.; otherwise send her to sea at once;' and what I now confirm, and should you apprehend any danger of the seizure of Georgia, you are at liberty to cancel the charter at once on condition that you return to me the full amount of charter money paid you, and also for coals, berths, &c.; otherwise you will please send the ship to sea at once, according to instructions I sent to the commander on the 3d, or I shall have to hold you liable for all detentions according to charter-party, and you may

give your cap'n the instructions you may think proper how to proceed."

I am, &c.,

F. J. VAN ZELLER,
Consul General.

Since writing the above I rec'd your telegram, and I replied, "It was by order of my minister that I send to you; send the steamer to sea at once;" wh I confirm.

132 The document (H) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

(H.)

[OFFICIAL SEAL.] PORTUGUESE CONSULATE,
42 *South John Street, Liverpool, 8th August*, 1864.

E. Bates, Esq., Liverpool:

SIR: I have just received an official letter from my minister in London, who orders me to tell you to send the Georgia as soon as you have orders from the consul general in London to do so.

I have the honor to be, sir, yours very respectfully,

(S'g) ALVARO CARIVEIRO GERALDO,
Acting Consul for Portugal.

The document (I) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

(I.)

Telegram 8th August, 1864.

From Ed. Bates, Liverpool, to consul general, Portugal, London:

I have just received orders to let Georgia sail on receiving your orders. Please send them at once.

133 The document (J) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

(J.)

Telegram 8th August, 1864.

From Van Zeller, London, to Edward Bates, Rumford place, Liverpool:

Send steamer to sea at once.

The document (K) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

K.

PORTUGUESE CONSULATE,
42 *South John Street, Liverpool, August 8th*, 1864.

E. Bates, esq'r., Liverpool:

SIR: As I have to inform my minister of the precise time of the departure of the steamer Georgia, I request you to inform me by writing of same as soon as possible.

Yours, respectfully,
(Sg.) ALVARO CARIVEIRO GERALDO, [OFFICIAL SEAL.]
Acting Consul for Portugal.

134 The document (L) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

(L.)

LIVERPOOL, 8 *Aug.*, '64.

Consul for Portugal, Liverpool:

SIR: The s. s. Georgia, in accordance with your orders of this morning, sailed the following tide, say half-past two o'clock p. m., this day.

(S'd) EDWARD BATES,
Sole Owner of the Georgia.

The document (M) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

(M.)

LIVERPOOL, 8 *August*, 1864.

Van Zeller, esq., consul general for Portugal, London:

SIR: In accordance with your telegram, "send steamer to sea at once," of this day, the Georgia s. s. proceeded to sea at tide time, say ½ past 2 p. m., and is now on her way to Lisbon.

(S'g) EDWARD BATES.

The document (N) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

(N.)

LONDON, 8 *August*, 1864.

SIR: I received your telegram this forenoon, as follows: "I
135 have just received orders to let Georgina sail on receiving your orders," "please them at once," and I am much astonished to find that you had not despatched her after the positive instructions I gave you on the 6th inst., both by telegram and letter, and cannot understand your grounds of proceeding in direct contradiction to them, as after your requiring me to send you the Portuguese minister's instructions, to send the Georgina to sea, which I did, that you should further detain the vessel for my orders, which you had received on Saturday, through me and by order of my minister, and as she has now lost two days through your disregard of instructions, I shall have to hold you responsible for the time lost, as well as her not proceeding to sea when I sent the captain orders on the 3d inst. to sail on the 4th. It was entirely in consideration for you and the safety of your property that the minister telegraphed to stop your ship, so as to prevent your sending her to sea to be captured by the "Niagara," if he had any reason for doing so, and I advised you I was willing to cancel the charter if there was any danger, and as you replied there was none, I cannot see why you should be requiring repeated order from the minister and myself, when you know I am acting under his instructions. I telegraphed you to-day, immediately on receipt of your message, as follows,* and which I now again confirm, and hope to hear in the morning that you have not put any further difficulties in the way to prevent her sailing.

F. I. VAN ZELLER,
Consul General.

The document (O) produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

(O.)

LIVERPOOL, *9th August*, 1864.

SIR: I have your letter of yesterday. In reply, I beg to inform you that on the 4th instant I received orders, at 11.45 a. m.,
136 to let the Georgia proceed to sea that tide, which was at 12.10 p. m., orders were accordingly sent to her, but on receipt of them the dock gates were shut, consequently it was utterly impossible for her to go unless we could have managed to lift her out of the dock and carry her across the dock quay, and then drop her into the river.

---

* Send the steamer to sea as soon as possible.

On the next day steam was got up, and the ship at the dock gates waiting their opening, when the Portuguese consul came to my office with a tele. from y'r minister in London to detain the Georgia. I demanded written instructions, and rec'd them. After these orders, and without any further communication, I received a tele. from you to proceed to sea on the 6th, Saturday. After having received contrary orders from your superior, how could I proceed? I informed you of this, and requested orders from your minister thro' the same channel that he detained my ship to proceed. These orders were handed to me yesterday, the 8th, at 11 a. m., and the Georgia proceeded the following tide.

If any party has any reason to complain, I think it is me. I knew not, and could not think you were acting under your minister's orders, inasmuch as the tele. produced to me by the acting consul here was a doct. direct from y'r minister to him, not through you.

As a business man, I am at a loss to understand how I could have acted different to what I have done, and I feel convinced that with this letter before you, you will agree with me. My orders to detain the vessel are in writing, and my orders to let her proceed to sea yesterday are also in writing.

I remain, sir, your ob'd't servant,
(S'g.) EDWARD BATES.

I. I. VANZELLER, Esq'r.,
Consul General for Portugal, London.

The document (P) produced by Edward Bates and referred
137 to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

(P.)

LONDON, *the 18th August*, 1864.

Edward Bates, esqr., Liverpool:

SIR: In your letter of the 8th instant you informed me that the "Georgia" S. S. had proceeded to sea that day at ½ past 2 p. m. I have since learnt that she put back on the 10th and sailed on the 11th in the morning, and I am much astonished that you had not communicated this to me. What was the cause? I have a telegram from Lisbon, dated 17th, which informed me that the "Georgia" had not arrived. I imagine your captain will report his arrival to you.

I am sir, your most obed't,
(Signed) F. I. VANZELLER.

The document (Q) produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

(Q.)

LIVERPOOL, 19*th August*, 1864.

I. I. Van Zeller, esqr., consul gen'l for Portugal, London:

SIR: The pin of the "Georgia's" feed-pump got disarranged and necessitated her going into smooth water—in order that a sail might be put over the side to stop the hole up—until the pin was
138 replaced, which was done in a few hours, and the vessel proceeded on the morning of the 11th, 5 a. m. She should, I think, have been at Lisbon on the 17th.

I am, sir, your obed't servant,

EDWARD BATES.

Papers referred to by Mr. Bates in answer to ninth cross-interrogatory.

The document (I) produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

I.

LIVERPOOL, 27*th July*, 1864.

Messrs. Rob't Bradford & Co., London:

DEAR SIRS: At what rate can you do me the hull of the S. S. Georgia for four months, chartered to proceed on the following voyages:

From Liverpool to Lisbon, and from thence to Cape de Verds, Principe, St. Thome, Benquilla, Loando, Maesamude, Ambriz, and return to Lisbon, calling at all ports as ordered.

I am, dear sirs, yours truly,

(Signed) EDWARD BATES,
p. C. G. RUTHERFORD.

139 The document (II) produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

[Copy.]

II.

LONDON, 28*th July*, 1864.

Ed. Bates, esqr., Liverpool:

DEAR SIR: We presume the "Georgia" is the confederate boat, and the voyage the Portuguese mail service. If so, we should think the four months would be three to four guineas p. cent., but it is rather a guess on our part.

The company's steamers (doing that work) were insured at 7 g's

the year; but there was a batch of them, whereas this is a single matter. We should be glad to secure you best possible terms, and if you send an order please say all you can of the vessel's condition and any particulars that may assist us.

Yours truly,

(Signed) ROB'T BRADFORD & CO.

The document (III) produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

[Copy.]

III.

LIVERPOOL, *1st August*, 1864.

Messrs. R. Bradford & Co., London:

DEAR SIRS: Annexed I beg to hand you particulars of the voyage, &c., of the "Georgia." If you can insure her at 3½ g's p. c. for six months please do so to the extent of £23,000. Capt'n Withy-
140 combe, who is to command has been master, at times, of nearly all my ships. Is at present overlooking her.

I am, dear sirs, yours fully,

(Signed) EDWARD BATES,
per E. P. BATES.

"Georgia" S. S.

Built by Denny & Co., at Dumbarton, in 1863; 427 tons register; 200 horse power; Capt'n Withycombe. For and during the space of six calendar months, commencing on the 7th August, 1864, at all times and in all places, and on all lawful services. L'pool to Lisbon, there and thence to Cape de Verds, Principe, St. Thome, Benquilla, Loando, Masanade, Ambriz, and back to Lisbon $\frac{\&}{\text{or}}$ Liverpool, calling at above named places on the return voyage. Ship valued *a* £23,000.

I think your underwriters know W. F. Withycombe very well. He has been master in my ships for 16 years, built many of them, and up to this moment has never cost any underwriter in his ship a shilling. If not done tele. to-morrow.

(Signed) E. B.

The document (IV) produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

IV.

LONDON, 2*nd August*, 1864.

Ed. Bates, esqr., Liverpool:

DEAR SIR: We duly received your esteemed of yesterday, and exchanged telegrams as per enclosed copies.

We have covered £4,000 odd on the "Georgia" st'r, and will try on with her in the morning and advise you.

Yours truly,

ROBERT BRADFORD & CO.

141 *Copies of telegrams.*

From Bradford, London, to Bates, Liverpool:

Cannot cover Georgia at limit, but could do some at four guineas. Query: separate value for these and machinery—

From E. Bates, Liverpool, to R. Bradford & Co., Royal Exch'ge B'd'gs, London:

Ten thousand on hull; do at four per cent.; reply quick.

From Bradford, London, to Edward Bates, Liverpool:

Have done four thousand, and will do more to-morrow.

The document V produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r*.

[Copy.]

V.

LIVERPOOL, 2*d August*, 1864.

Messrs. Bradford & Co., London:

DEAR SIRS: You may insure all or none of the following vessels and their freights, as per particulars below:

"Edward Percy," frt. Hong Kong to L'pool, vd. £4,500 a 30.

"Sir Charles Napier," frt. Bombay to L'pool, vd. 6,500 a 30.

"Gyru Castle," ship, Ningoto Yokohama, ship, £10,000 vald.; thence to U. K. Insure £5,000 a 60.

Do., frt. Yokohama to U. K., vd. £3,500 a 40.

"Sarah Sands," ship, L'pool to Bombay, valued £16,000. Insure £5,000 a 30.

142 "Ellen Bates," ship, L'pool to Bombay or Calcutta, vd. £14,000. Insure £5,000 a 30.

"Klumjee Oodowjee," ship, L'pool to Bombay or Calcutta, vd. £15,000. Insure £5,000 a 35.

Yours, 'ffully,

(Sg.) EDWARD BATES.

The document VI produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

VI.

LONDON, 3*d August*, 1864.

Ed. Bates, esqr., Liverpool:

DEAR SIR: We duly received your favor of y'day and exchanged telegrams as annexed:

We have covered £9,000 on the "Georgia" st'r, a 4 guineas for the 6 months, and £5,000 each on your four ships at your respective limits, for which we enclose full particulars.

We have tried the market thoro'ly since we wired you, but find the freights (as we expected) cannot be done at your limits.

The "Edward Percy's" cargo of cotton has been doing to-day a 60, and the same rate is paid on silk from Yokohama.

Faithfully yours,

R. BRADFORD & CO.

It is desirable for you to value the hull and machinery of steamer separately for average; please give us these values.

Copies of telegrams.

From Bradford, London, to Edward Bates, Liverpool:

143 We have started all your ships at limits, but not the freights at present, but may do so; please say by wire if we are to go on with the hulls alone.

From Ed. Bates to R. Bradford & Co., Royal Exch. buildings, London:

Very well.

The document VII produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

VII.

LIVERPOOL, 3 *Aug.*, 1864.

Messrs. R. Bradford & Co., London:

DEAR SIRS: I have received yours of yesterday's date, enclosing copy policies, for which I am obliged. The "Georgia" hull is valued at £10,000; the machinery at £10,000.

Please insure the remaining £1,000 on this ship. The freights I can insure here.

EDWARD BATES,
Pr. E. P. BATES.

P. S.—Since writing the above I have received a telegram from you, saying you had insured £6,000 more on the "Georgia." I have received your copy policies for £9,000 on the said ship, leaving £1,000 to be done; and I sent a telegram to you as follows: "Your orders were for £10,000; the balance is done in Liverpool."

E. B.,
P. E. P. B.

144 The document VIII produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

VIII.

LONDON, *4th August*, 1864.

Edward Bates, esq., Liverpool:

DEAR SIR: We had this pleasure yesterday, with (among others) all we had then done on the "Georgia" str.

This morning we wired you that we had covered £6.000 more on her, and have your reply, "Your orders were for £10,000; the balance is done in Liverpool."

It was because you limited us to £10,000 that we asked you to wire us, we having been tempted to go on this morning from a fear that you might not be able to do so well elsewhere.

On receipt of your message we have cancelled all the additional amount, except £1,000, for which we enclose particulars herewith, and which, with the £9,000 rendered last evening, completed the £10,000.

We remain, dear sir, yours truly,
(Sg.) ROBT. BRADFORD & CO.

Our great difficulty y'day was in resisting the capture clause. Your original order a 3½ was for £23,000.

The document IX produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

IX.

£6,000.

S. G. In the name of God. Amen. Robert Bradford & Co., as well in their own names, as for and in the name and names of all and every person or persons to whom the same doth, may, or

145 shall appertain, in part or in all, do make assurance and cause themselves and them, and every of them, to be insured, lost or not lost, at and from, for and during the space of six calendar months from and including the date of the vessel's sailing; in port and at sea, in docks and on ways, at all times and in all places, and in all lawful services. Upon any kind of goods and merchandises, and also upon the body, tackle, apparel, ordnance, munition, artillery, boat, and other furniture, of and in the good ship or vessel called the Georgia, str., whereof is master, under God, for this present voyage, Withycombe, or whosoever else shall go for master in the said ship, or by whatsoever other name or names the said ship, or the master thereof, is or shall be named or called; beginning the adventure upon the said goods and merchandises from the loading thereof aboard the said ship at , upon the said ship, &c., as above her abode there, upon the said ship, &c. And further, until the said ship, with all her ordnance, tackle, apparel, &c., and goods and merchandises whatsoever, shall be arrived at above upon the said ship, &c., until she hath moored at anchor twenty-four hours in good safety; and upon the goods and merchandises, until the same be there discharged and safely landed. And it shall be lawful for the said ship, &c., in this voyage to proceed and sail to, and touch and stay at any ports or places whatsoever and wheresoever without being deemed a deviation and without prejudice to this insurance. The said ship, &c., goods and merchandises, &c., for so much as concerns the assured by agreement between the assured and assurers in this policy, are, and shall be valued at as above. Touching the adventures and perils which we, the assurers, are contented to bear, and do take upon us in this voyage: they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints and detainments of all kings, princes, and people, of what nation, condition, or quality soever, barratry of the masters and mariners, and of all other perils, losses, and misfortunes, that have or shall come to the hurt, detriment, or damage of the said goods and merchandises, and ship, &c., or any part thereof. And in case of any loss or misfortune, it shall be lawful to the assureds, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said goods and merchandises, and ship, &c., or any part thereof,
146 without prejudice to this insurance; to the charges whereof we, the assurers, will contribute each one according to the rate and quantity of his sum herein assured. And it is agreed by us, the insurers, that this writing or policy of assurance shall be of as much force and effect as the surest writing or policy of assurance heretofore made in Lombard street, or in the Royal Exchange, or elsewhere in London. And so we, the assurers, are contented, and do hereby promise and bind ourselves, each one for his own part, our heirs, executors, and goods to the assured, their executors, administrators, and assigns, for the true performance of the promises, confessing ourselves paid the consideration due unto us for this assurance, by the assured, at and after the rate of four guineas p. cent. To return.

thirteen shillings and four pence p. cent p month for every uncommenced month when required by the assured to be cancelled and arrival.

In witness whereof we, the assurers, have subscribed our names and sums assured in London, 5 August, 1864.

N. B. Bread, corn, fish, salt, fruit, flour, and seed are warranted free from average, unless general, or the ship be stranded. Sugar, tobacco, hemp, flax, hides, and skins, are warranted free from average, under five pounds per cent., and all other goods; also the ship and freight are warranted free from average under three pounds per cent., unless general, or the ship to be stranded.

£6,000 on hull valued at	£1,0000
machinery at	10,000
	20,000

To pay average on each separately or on the whole. Subject to the running down clause (as annexed.)

And we further agree, that, if the ship Georgia, str., hereby assured, shall come into collision with any other ship or vessel, and the assured shall in consequence thereof become liable to pay, and shall pay, any sums (not exceeding the value of the ship hereby assured and her freight) in respect of injury to such other ship or vessel itself, or to the goods and effects on board thereof, or for loss of freight then being earned by such other ship or vessel, we will severally pay the assured such proportion of three-fourth parts of said sums as our respective subscriptions hereto bear to the value of the ship hereby assured, and her freight. But this agreement is in no case to be construed as extending to any sums which the assured may
147 become liable to pay or shall pay in respect of loss of life or personal injury to individuals, from any cause whatever.

True copy.
London, 22 January, 1866.

ROB. BRADFORD & CO.

1 Royal Exchange Buildings, London, , 186 , dr. to Robert Bradford & Co.

To premium on the above £ at per cent. £
Policy duty
Guarantee of underwriters *a* 5 per cent. on the premium
£

Errors and omissions excepted.

£150.	W. W. Saunders.	£100.	W. H. Tindall.
150.	W. F. Saunders.	100.	I. How.
150.	H. H. Lindsey.	150.	A. S. Finlay.
150.	G. I. Saunders.	150.	A. H. Campbell.

£100.	I. Halliday.	£100.	A. Dunbar.
100.	W. A. Hewitt.	100.	T. Duncan.
100.	S. I. Da Costa.	100.	E. I. Darley.
100.	I. S. Budgett.	100.	I. D. Hill.
100.	I. D. Allcroft.	100.	G. H. Chambers.
150.	M. Schunch.	100.	C. Walton.
150.	J. Souchay.	100.	J. Lawrie.
100.	G. Thomson.	150.	R. H. Harper.
100.	I. Anderson.	100.	A. Parker.
100.	W. Perry.	100.	I. Dunne.
100.	C. Joyce.	150.	W. Graham.
100.	F. G. Westmorland.	150.	W. Young.
100.	I. Robertson.	150.	I. Tennant.
100.	H. Westmorland.	150.	D. McKenzie.
150.	I. Leese.	150.	I. McKenzie.
150.	G. Robinson.	150.	A. Galbraith.
150.	I. Watchurst.	150.	I. Reiss.
150.	I. F. Morice.	150.	M. Sichel.
100.	I. Banner.	150.	I. A. Reiss.
100.	G. Simon.		
100.	J. Vanner, jr.	6,000.	
100.	I. G. Holmes.		

148 *Indorsement.*

The Georgia having sailed from Liverpool on the 8th August, 1864, this insurance is hereby declared and agreed to be for the space of six calendar months, from the 8th day of August, 1864, to the 7th day of February, 1865, both days inclusive.

London, 20th Aug., 1864.

For the assured.

(Signed) R. BRADFORD & CO.
P. R. WILKINS.

The document X produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

X.—*No.* 2.

The London & Provincial Marine Insurance Company, incorporated 1860. No. 29,170. £1,000

Whereas Robert Bradford & Co. have represented to us whose hands are hereunto subscribed, and who are two of the directors of the London and Provincial Marine Insurance Company, that they are interested in or duly authorized as owner, agent, or otherwise to make the insurance hereinafter mentioned and described with the London and Provincial Marine Insurance Company and promised or otherwise obliged themselves to pay forthwith for the use of the said company at the office of the said company the sum of forty-two

pounds as a premium or consideration at and after the rate of four guineas per cent. for such insurance.

Now this policy of insurance witnesseth that in consideration of the premises and of the said sum of forty-two pounds, we do for ourselves and each of us promise and agree with the said Robert Bradford & Co., their executors, administrators, and assigns, that the capital stock and funds of the said company shall, according to the provisions of the deed of settlement of the said company, be
149 subject and liable to pay and make good, and shall be applied to pay and make good all such losses and damages hereinafter expressed as may happen to the subject-matter of this policy and may attach to this policy in respect of the sum of one thousand

Ship to be valued hereafter, say hull valued at	£10,000
Machinery at	10,000
To pay average on each separately or on the whole	20,000

pounds hereby insured, which insurance is hereby declared to be upon the ship or vessel called the "Georgia (s)" whereof Withycombe is at present master, or whoever shall go for master of the said ship or vessel lost, or not lost, at and from

For and during the space of 6 calendar months from the 7th day of August, 1864, to the 6th day of February, 1865, both days inclusive, in port, at sea, in dock, or on ways, at all times and in all places.

To return 13s. 4d. per month for cancelling and arrival; and we do promise and agree that the insurance aforesaid shall commence upon the said ship at and from above, and shall continue until she had moored at anchor in good safety at her place of destination, and for such period afterwards not exceeding ten days from such mooring as she shall be there occupied in discharging her cargo, and upon the freight and goods of merchandise on board thereof from the loading of the said goods or merchandise on board the said ship or vessel at and until the said goods or merchandise be discharged and safely landed at and that it shall be lawful for the said ship or vessel to proceed and sail to and touch and stay at any ports or places whatsoever in the course of her said voyage for all necessary purposes without prejudice to this insurance, and touching the adventures and perils which the capital stock and funds of the said company are made liable unto or are intended to be made liable unto by this insurance: they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes and people of what nation, condition or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment or damage of the aforesaid subject-matter of this insurance or any part thereof; and
150 in case of any loss or misfortune, it shall be lawful to the insured, their factors, servants, and assigns, to sue, labor, and travel for, in, and about the defence, safeguard, and recovery of the aforesaid subject-matter of this insurance or any part thereof without prejudice to this insurance, the charges whereof the capital stock

and funds of the said company shall bear in the proportion of the sum hereby insured. And we, for ourselves and each of us, do promise and agree that in case the said ship shall, by accident or negligence of the master or crew, run down or damage any other ship or vessel, and the insured shall thereby become liable to pay and shall pay as damages any sum not exceeding the value of the said ship or vessel and her freight by, or in pursuance of the judgment of any court of law or equity given in any suit or action defended with the previous consent in writing of two of the directors for the time being of the said company, or by or in pursuance of any award made upon any reference entered into by the insured with the previous concurrence in writing of two of the directors for the time being of the said company, the capital stock and funds of the said company shall, and will bear, and pay such proportion of three-fourth parts of the sum so paid as aforesaid as the sum of pounds hereby insured bears to the value of the said ship or vessel, and her freight. And it is declared and agreed that corn, fish, salt, fruit, flour, and seed shall be, and are warranted free from average, unless general or the ship be stranded, and that sugar, tobacco, hemp, flax, hides and skins, shall be and are warranted free from average under five pounds per centum; that all other goods, also the ship and freight, shall be and are warranted free from average under three pounds per centum, unless general, or the ship be stranded.

Provided always and in accordance with the deed of settlement of the company, this policy and the other policies of the company are on this condition, and it is hereby specially agreed that the company under all their policies of insurance shall be liable in the whole only to the extent of so much of their corporate assets as from time to time shall be duly applicable for the satisfaction of their corporate liabilities thereunder; those assets, including the amount of their capital from time to time subscribed, but not paid up, and the whole of those assets being regarded as applicable in a due course of administration to the satisfaction of the whole of their corporate liabil-
151 ities, and also that no present or future shareholder of the company, his heirs, executors, or administrators, shall, in respect of all or any of the liabilities of the company, be subject to any proceedings at law, or in equity, or otherwise, or to any other liability whatsoever, except only such proceedings as in accordance with their deed of settlement the company from time to time may lawfully take in order to enforce the payment to them by the respective shareholder, his heirs, executors, or administrators, of calls made by the company in accordance with their deed of settlement in respect of his share or shares of the capital of the company and payable by him or them, and also that no present or future shareholder of the company, his heirs, executors, or administrators, shall, in any way, directly or indirectly, by means of such calls, or otherwise, be liable to pay to or for the company, or in respect of any policy of insurance or of any liability of the company or otherwise, howsoever any sum exceeding the amount from time to time not paid up on his share or shares of the capital of the company, but that every present

and future shareholder of the company, his heirs, executors, and administrators, shall in all respects have the like protection against all the liabilities of the company, as if the company were incorporated by act of Parliament, enacting, that the only liability of any shareholder thereof, his heirs, executors, or administrators, should be his or their liability to pay to the company such part, if any, of the amount from time to time not paid up of the share or shares from time to time held by him, as should in accordance with the deed of settlement of the company be called up by them, and made payable during the time of his being a holder of the same, and also enacting that the liability of himself as the holder of any share, and of his heirs, executors, and administrators, except only as regarded calls duly so made and payable in respect of the share, and in arrear, should absolutely cease on his or their transferring the share in accordance with the deed of settlement of the company.

In witness whereof we have have hereunto set our hands, in London, the third day of August, 1864.

MEMORANDUM. The usual deduction of one-third of the amount of repairs is not made by this company in the case of ships built
152 within the limits of the United Kingdom, until after 18 months from the date of the original register.

(Signed) INGRAM CHAPMAN.
Examined I W THOS. COTTERELL.
Countersigned Ming. Llongenont, *Secretary*.

The "Georgia (s)" having sailed from Liverpool on the 8th August, 1864, this insurance is hereby declared and agreed to be for the space of six calendar months from the 8th day of August, 1864, to the 7th day of February, 1865, both days inclusive.

London, 20th August, 1864.

For the assured,

R. BRADFORD & CO.

True copy:

(Signed) P. R. WILKINS.

London, 22 January, 1866.

ROB. BRADFORD & CO.

The Document XI produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

XI.

The London & Caledonian Marine Insurance Company, Limited.

No. 2,733
£1,000

Letts, Son & Co., printers, 8 Royal Exchange, and 3 Old Swan Lane, London, E. C.

Whereas it hath been proposed to the London and Caledonian Marine Insurance Company, limited by R. Bradford & Co., as well in their own name as for and in the name and names of all and every other person or persons to whom the subject matter of this policy does, may, or shall appertain, in part or in all, to make with the said company the insurance hereinafter mentioned and described.

Now this policy witnesseth, that in consideration of the said person or persons effecting this policy, promising to pay to the said company the sum of forty-two pounds as a premium at and after the rate of four guineas per cent. for such insurance, the said company takes upon itself the burden of such insurance, to the amount of one thousand pounds and promises and agrees with the insured, their executors, ad-
153 ministrators, and assigns, in all respects truly to perform and fulfil the contract contained in this policy. And it is hereby agreed and declared that the said insurance shall be upon any kinds of goods, merchandise, and freight, and also upon hull, valued ; machinery, £23,000.

To pay average on each interest separately running down clause as annexed the ship or vessel called the Georgia, (S,) whereof is at present master, or whoever shall go for master in the said ship or vessel, lost or not lost, at and from for and during the space of six calendar months, commencing from the day of sailing, and ending on the day previous to that day six months, both days inclusive, in port or at sea, in and docks or on ways, at all times and places in the Portuguese—any other or lawful voyage with leave to sail with or without pilots, to tow and to be towed, and to assist vessels in all situations.

To return 13*s.* 4*d.* per month for every uncommenced month when required by the assured to be cancelled and arrival, including all risk of craft and boats to or from ship or vessel.

And we further agree that if the ship hereby assured shall come into collision with any other ship or vessel, and the assured shall in consequence thereof become liable to pay, and shall pay, any sums (not exceeding the value of the ship hereby assured) in respect of injury to such other ship or vessel itself, or to the goods and effects on board thereof, or for loss of freight then being earned by such other ship or vessel, we will severally pay the assured such proportion of three-fourths parts of said sums as our respective subscriptions hereto bear to the value of the ship hereby assured. But this agreement is in no case to be construed as extending to any sums which the assured may become liable to pay or shall pay in respect of loss of life or personal injury to individuals from any cause whatever.

And the said company promises and agrees that the insurance aforesaid shall commence upon the said ship from the time when the goods or merchandise shall be laden on board the said vessel,
154 craft, or boat, as above, and until the said goods and merchandise be discharged and safely landed at, as above. And

it shall be lawful for the said ship or vessel in the voyage so insured, as aforesaid, to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this insurance. And touching the adventures and perils which the said company is contented to bear, and does take upon itself in the voyage so insured, as aforesaid, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people, of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid subject-matter of this insurance, or any part thereof. And in case of any loss or misfortune, it shall be lawful to the insured, their factors, servants, and assigns to sue, labor, and travel for, in, and about the defence, safeguard, and recovery of the aforesaid subject-matter of this insurance, or any part thereof, without prejudice to this insurance, the charges whereof the said company will bear in proportion to the sum hereby insured. And it is expressly declared and agreed that the acts of insurer or insured in recovering, saving, or preserving the property insured, shall not be considered a waiver or acceptance of abandonment.

Free from all average on corn, flour, fish, salt, saltpetre, fruit, and seeds, except general, or the ship be stranded.

Free from average on sugar, rum, hides, skins, hemp, flax, rice, and tobacco, under five pounds per cent., and on all other goods the freight and ship under three pounds per cent., except general, or the ship be stranded.

In witness whereof the common seal of the said company hath been hereunto affixed, and is authenticated by the signatures of two of the directors, and of the secretary of said company, this fifth day of August, 1864.

(Signed) R. THURBURN,
H. HAGGARD,
Directors.

Examined: C. W.
Countersigned: CHAS. C. BUCKLEY for *Secretary.*

155 The Georgia (S) having sailed from Liverpool on the 8th August, 1864, this insurance is hereby declared and agreed to be for the space of six calendar months from the 8th day of August, 1864, to the 7th day of February, 1865, both days inclusive.

London, 20th August, 1864.

(Signed) R. BRADFORD & CO.,
E. E. P. R. WILKINS,
For the assured.

LONDON, 26 *January*, 1866.

True copy.

ROBT. BRADFORD & CO.

and funds of the said company shall bear in the proportion of the sum hereby insured. And we, for ourselves and each of us, do promise and agree that in case the said ship shall, by accident or negligence of the master or crew, run down or damage any other ship or vessel, and the insured shall thereby become liable to pay and shall pay as damages any sum not exceeding the value of the said ship or vessel and her freight by, or in pursuance of the judgment of any court of law or equity given in any suit or action defended with the previous consent in writing of two of the directors for the time being of the said company, or by or in pursuance of any award made upon any reference entered into by the insured with the previous concurrence in writing of two of the directors for the time being of the said campany, the capital stock and funds of the said company shall, and will bear, and pay such proportion of three-fourth parts of the sum so paid as aforesaid as the sum of pounds hereby insured bears to the value of the said ship or vessel, and her freight. And it is declared and agreed that corn, fish, salt, fruit, flour, and seed shall be, and are warranted free from average, unless general or the ship be stranded, and that sugar, tobacco, hemp, flax, hides and skins, shall be and are warranted free from average under five pounds per centum; that all other goods, also the ship and freight, shall be and are warranted free from average under three pounds per centum, unless general, or the ship be stranded.

Provided always and in accordance with the deed of settlement of the company, this policy and the other policies of the company are on this condition, and it is hereby specially agreed that the company under all their policies of insurance shall be liable in the whole only to the extent of so much of their corporate assets as from time to time shall be duly applicable for the satisfaction of their corporate liabilities thereunder; those assets, including the amount of their capital from time to time subscribed, but not paid up, and the whole of those assets being regarded as applicable in a due course of administration to the satisfaction of the whole of their corporate liabil-
151 ities, and also that no present or future shareholder of the company, his heirs, executors, or administrators, shall, in respect of all or any of the liabilities of the company, be subject to any proceedings at law, or in equity, or otherwise, or to any other liability whatsoever, except only such proceedings as in accordance with their deed of settlement the company from time to time may lawfully take in order to enforce the payment to them by the respective shareholder, his heirs, executors, or administrators, of calls made by the company in accordance with their deed of settlement in respect of his share or shares of the capital of the company and payable by him or them, and also that no present or future shareholder of the company, his heirs, executors, or administrators, shall, in any way, directly or indirectly, by means of such calls, or otherwise, be liable to pay to or for the company, or in respect of any policy of insurance or of any liability of the company or otherwise, howsoever any sum exceeding the amount from time to time not paid up on his share or shares of the capital of the company, but that every present

and future shareholder of the company, his heirs, executors, and administrators, shall in all respects have the like protection against all the liabilities of the company, as if the company were incorporated by act of Parliament, enacting, that the only liability of any shareholder thereof, his heirs, executors, or administrators, should be his or their liability to pay to the company such part, if any, of the amount from time to time not paid up of the share or shares from time to time held by him, as should in accordance with the deed of settlement of the company be called up by them, and made payable during the time of his being a holder of the same, and also enacting that the liability of himself as the holder of any share, and of his heirs, executors, and administrators, except only as regarded calls duly so made and payable in respect of the share, and in arrear, should absolutely cease on his or their transferring the share in accordance with the deed of settlement of the company.

In witness whereof we have have hereunto set our hands, in London, the third day of August, 1864.

MEMORANDUM. The usual deduction of one-third of the amount of repairs is not made by this company in the case of ships built
152 within the limits of the United Kingdom, until after 18 months from the date of the original register.

(Signed) INGRAM CHAPMAN.
Examined I W THOS. COTTERELL.
Countersigned Ming. Llongenont, *Secretary*.

The "Georgia (s)" having sailed from Liverpool on the 8th August, 1864, this insurance is hereby declared and agreed to be for the space of six calendar months from the 8th day of August, 1864, to the 7th day of February, 1865, both days inclusive.

London, 20th August, 1864.

For the assured,

R. BRADFORD & CO.

True copy:

(Signed) P. R. WILKINS.

London, 22 January, 1866.

ROB. BRADFORD & CO.

The Document XI produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Com'r.*

XI.

The London & Caledonian Marine Insurance Company, Limited.

No. 2,733
£1,000

Letts, Son & Co., printers, 8 Royal Exchange, and 3 Old Swan Lane, London, E. C.

Whereas it hath been proposed to the London and Caledonian Marine Insurance Company, limited by R. Bradford & Co., as well in their own name as for and in the name and names of all and every other person or persons to whom the subject matter of this policy does, may, or shall appertain, in part or in all, to make with the said company the insurance hereinafter mentioned and described.

Now this policy witnesseth, that in consideration of the said person or persons effecting this policy, promising to pay to the said company the sum of forty-two pounds as a premium at and after the rate of four guineas per cent. for such insurance, the said company takes upon itself the burden of such insurance, to the amount of one thousand pounds and promises and agrees with the insured, their executors, ad-
153 ministrators, and assigns, in all respects truly to perform and fulfil the contract contained in this policy. And it is hereby agreed and declared that the said insurance shall be upon any kinds of goods, merchandise, and freight, and also upon hull, valued ; machinery, £23,000.

To pay average on each interest separately running down clause as annexed the ship or vessel called the Georgia, (S,) whereof is at present master, or whoever shall go for master in the said ship or vessel, lost or not lost, at and from for and during the space of six calendar months, commencing from the day of sailing, and ending on the day previous to that day six months, both days inclusive, in port or at sea, in and docks or on ways, at all times and places in the Portuguese—any other or lawful voyage with leave to sail with or without pilots, to tow and to be towed, and to assist vessels in all situations.

To return 13*s.* 4*d.* per month for every uncommenced month when required by the assured to be cancelled and arrival, including all risk of craft and boats to or from ship or vessel.

And we further agree that if the ship hereby assured shall come into collision with any other ship or vessel, and the assured shall in consequence thereof become liable to pay, and shall pay, any sums (not exceeding the value of the ship hereby assured) in respect of injury to such other ship or vessel itself, or to the goods and effects on board thereof, or for loss of freight then being earned by such other ship or vessel, we will severally pay the assured such proportion of three-fourths parts of said sums as our respective subscriptions hereto bear to the value of the ship hereby assured. But this agreement is in no case to be construed as extending to any sums which the assured may become liable to pay or shall pay in respect of loss of life or personal injury to individuals from any cause whatever.

And the said company promises and agrees that the insurance aforesaid shall commence upon the said ship from the time when the goods or merchandise shall be laden on board the said vessel,
154 craft, or boat, as above, and until the said goods and merchandise be discharged and safely landed at, as above. And

it shall be lawful for the said ship or vessel in the voyage so insured, as aforesaid, to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this insurance. And touching the adventures and perils which the said company is contented to bear, and does take upon itself in the voyage so insured, as aforesaid, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people, of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid subject-matter of this insurance, or any part thereof. And in case of any loss or misfortune, it shall be lawful to the insured, their factors, servants, and assigns to sue, labor, and travel for, in, and about the defence, safeguard, and recovery of the aforesaid subject-matter of this insurance, or any part thereof, without prejudice to this insurance, the charges whereof the said company will bear in proportion to the sum hereby insured. And it is expressly declared and agreed that the acts of insurer or insured in recovering, saving, or preserving the property insured, shall not be considered a waiver or acceptance of abandonment.

Free from all average on corn, flour, fish, salt, saltpetre, fruit, and seeds, except general, or the ship be stranded.

Free from average on sugar, rum, hides, skins, hemp, flax, rice, and tobacco, under five pounds per cent., and on all other goods the freight and ship under three pounds per cent., except general, or the ship be stranded.

In witness whereof the common seal of the said company hath been hereunto affixed, and is authenticated by the signatures of two of the directors, and of the secretary of said company, this fifth day of August, 1864.

(Signed) R. THURBURN,
H. HAGGARD,
Directors.

Examined: C. W.
Countersigned: CHAS. C. BUCKLEY for *Secretary.*

155 The Georgia (S) having sailed from Liverpool on the 8th August, 1864, this insurance is hereby declared and agreed to be for the space of six calendar months from the 8th day of August, 1864, to the 7th day of February, 1865, both days inclusive.

London, 20th August, 1864.

(Signed) R. BRADFORD & CO.,
E. E. P. R. WILKINS,
For the assured.

LONDON, 26 *January*, 1866.

True copy.

ROBT. BRADFORD & CO.

The document XII produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

XII.—*Copy of policy.*

The English and Scottish Marine Insurance Company, limited, capital, one million.

S. G.

Directors:

Thomas Dakin, esq., and alderman, chairman; John Alers Hankey, jun., esq., deputy chairman; William Bevan, esq., John Elin, esq., A. A. Ferguson, esq., Geo. Garraway, esq., John Gillespie, esq., William Hamilton, jun., esq., John P. Kidston, esq., R. Stuart Lane, esq., Wm. N. De Mattos, esq., Wm. Malcolm, esq., James Morton, esq., John Ogle, esq., Andrew A. Ranken, esq., Rowand Roland,
156 esq., E. G. Tinker, esq., Pieter Gerhard Vanderbyl, esq., E. Lucas, esq., W. Lyall, esq., John H. Watt, esq., Henry Woodfall, esq.

Underwriters:

London, Arthur Jas. Dumas, esq. Glasgow, William Birrell, esq.

Secretary:

D. MacPherson, esq.

Bankers:

Messrs. Hankeys, Offices—London, 2 Royal Exchange Buildings. Glasgow, Royal Exchange.

No. 10,382.—£2,000.

Whereas it hath been proposed to the English and Scottish Marine Insurance Company, limited, by Robt. Bradford & Co., as well in their own name as for and in the name and names of all and every other person or persons to whom the subject-matter of this policy does, may, or shall appertain, in part or in all, to make with the said company the insurance hereinafter mentioned and described.

Now, this policy witnesseth that, in consideration of the said person or persons effecting this policy promising to pay to the said company the sum of eighty-four pounds as a premium at and after the rate of four guineas per cent. for such insurance, the said company takes upon itself the burden of such insurance to the amount of two thousand pounds, and promises and agrees with the insured, their executors, administrators, and assigns, in all respects truly to perform and fulfil the contract contained in this policy. And it is hereby agreed and declared that the said insurance shall be upon any kinds of goods, merchandise, and freight, and also upon ship valued at £10,000, machinery, £10,000 = £20,000 I.W., including the running-down clause annexed, the ship or vessel called the steamer Georgia, whereof is at present master, or whoever shall go for master in the said ship or vessel, lost or not lost, at

and from and during the space of six calendar months, commencing with the 7th August, 1864, and ending with the 6th February, 1865, both days inclusive, in port and at sea, in docks and on ways,
157 at all times, in all places, services, and trades wheresoever and whatsoever, with leave to tow and to be towed, including all risk of craft and boats to or from ship or vessel.

And the said company promises and agrees that the insurance aforesaid shall commence upon the said ship from the time when the goods or merchandise shall be laden on board the said vessel, craft, or boat as above, and until the said goods and merchandise be discharged and safely landed at, as above. And it shall be lawful for the said ships or vessel, in the voyage so insured as aforesaid, to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this insurance. And touching the adventures and perils which the said company is contented to bear and does take upon itself, in the voyage so insured as aforesaid, they are of the seas, men-of war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints and detainments of all kings, princes, and people of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid subject-matter of this insurance or any part thereof. And in case of any loss or misfortune it shall be lawful to the insured, their factors, servants, and assigns, to the labor and travel for, in, and about the defence, safeguard, and recovery of the aforesaid subject-matter of this insurance or any part thereof, without prejudice to this insurance, the charges whereof the said company will bear in proportion to the sum hereby insured. And it is expressly declared and agreed that the acts of insurer or insured in recovering, saving, or preserving the property insured shall not be considered a waiver or acceptance of abandonment. And it is declared and agreed that corn, fish, salt, saltpetre, fruit, flour, seeds, hides, skins, molasses shall be and are warranted free from average unless general, or the ship be stranded, sunk, or burnt, and that sugar, tobacco, hemp, and flax shall be and are warranted free from average under five pounds per centum, and that all other goods and also ship and freight shall be and are warranted free from average under three pounds per centum unless general, or the ship be stranded, sunk, or burnt.

And we further agree that if the ship hereby assured shall come into collision with any other ship or vessel, and the assured
158 shall in consequence thereof become liable to pay, and shall pay, any sums (not exceeding the value of the ship hereby assured and her freight) in respect of injury to such other ship or vessel itself, or to the goods and effects on board thereof, or for loss of freight then being earned by such other ship or vessel, we will severally pay the assured such proportion of three-fourths part of said sums as our respective subscriptions hereto bear to the value of the ship hereby assured and her freight. But this agreement is in no case to be construed as extending to any sums which the assured may

become liable to pay or shall pay in respect of loss of life or personal injury to individuals from any cause whatever.

It witness whereof the common seal of the said company hath been hereunto affixed, and is authenticated by the signatures of two of the directors and of the secretary of the said company, this fifth day of August, 1864.

(Signed) JOHN ELIN,
WM. BEVAN,
Directors.

Examined: J. W.
Countersigned:
ROBT. WRIGHT, *Secretary.*

The Georgia (s) having sailed from Liverpool on the 8 Aug., 1864, this insurance is hereby declared and agreed to be for the space of six calendar months from the 8th day of August, 1864, to the 7th day of February, 1865, both days inclusive.

For the assured,
(Signed) R. BRADFORD & CO.
J. W. p. R. WILKINS.

London, 20th August, 1864.

Indorsement: The English and Scottish Marine Insurance Company, limited. No. 10,382. R. Bradford & Co., London, 5 August, 1864. Georgia, (s.,) 6 months.

159	£2,000 at 4 g's per cent	£84	0	0
	Duty	2	10	0
		86	10	0

Examined: R. G. M.

We claim a total loss on this policy of two thousand pounds, (£2,000.)

London, 26 April, 1865.
(Signed) R. B. & CO.
Date 5 August, 1864.
E. B.

1497. True copy.
ROBT. BRADFORD & CO.

London, 22 January, 1866.

The document XIII produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

[Copy.]

XIII. Duplicate.

Thames and Mersey Marine Insurance Company, limited.

No. 2. Board in London: William Dent, chairman; Charles Kelson, dep. chairman; William Rushton Adamson, George Ashlin, Philip

Shore Fletcher, Henry Alers Hankey, William Harrison, John Hickie, Coleridge John Kennard, Francis Martin, Washington Jackson.

Board in Liverpool: James Aspinal Tobin, chairman; Robert Dirom, deputy chairman; R Brocklebank, jr., Robinson Duckworth, Joseph Hubback, George Henry Horsfall, C. E. Johnston, Charles Myers, Charles Stewart Parker, Charles Saunders, John Swainson, Alfred Turner.

160 Board in Manchester: Josiah Radcliffe, chairman; John Holliday, deputy chairman; James Burton, George Dewhurst, James Dugdale, Thomas Fielden, David Harrison, John Robinson Kay, Sam. Mendel, A. W. Lyon, J. Dorrington.

London: Barclay, Bevan, Tritton & Co., bankers; Freshfields & Newman, solicitors to the company; Henry Bernand, underwriter; Philip Maughan, Secretary.

Liverpool: North Western Bank, bankers; Duncans, Squarey, Blackmore, Pearson & Hill, solicitors; Jacob Reynolds, underwriter; J. T. Dansan, Secretary.

Manchester: Cunliffes, Brooks & Co., bankers; Sale, Worthington, Shipman & Seddon, solicitors; John Harling, underwriter; R. J. Macmillan, secretary.

No. 38,463.

£4,000.

The Liverpool Printing and Stationery Co., limited, 38 Castle street.

Whereas E. Bates has represented to the Thames and Mersey Marine Insurance company (limited) that he is interested in or duly authorized as owner, agent, or otherwise, to make the insurance hereinafter mentioned and described with the said company, and has promised or otherwise obliged himself to pay forthwith for the use of said company at the office of the said company the sum of one hundred and sixty-eight pounds as a premium or consideration at and after the rate of per cent. for such insurance four pounds four shillings.

Now this policy of insurance witnesseth that in consideration of the premises, and of the said sum of as above, the said company promises and agrees with the said E. Bates, his executors, administrators, and assigns, that the said company will pay and make good all such losses and damages hereinafter expressed as may

161 happen to the subject-matter of this policy, and may attach to this policy in respect of the sum of four thousand pounds hereby insured, which insurance is hereby declared to be upon—

Hull and materials, valued at	£10,000
Mach'y and boilers, valued at	10,000

Average payable on each valuation as if separately insured, or on the whole. The ship or vessel called the Georgia, whereof is at present master, or whoever shall go for master of the

said ship or vessel, lost or not lost, at and from and for and during the space of 6 calendar months, commencing on the 7 Augst. 1864, and ending on the 6th Feb'y, 1865, both days inclusive, in port, and at sea, at all times, in all places, and under all circumstances. Including all risk of craft. Warranted free of captures and seizures, and the consequences of any attempts thereat.

And the said company promises and agrees that the insurance aforesaid shall commence upon the said ship, and from as above, and shall continue until she has moored at anchor in good safety at her place of destination, and for such period afterwards, not exceeding twenty-four hours from such moorings, as she shall be there occupied in discharging her cargo, and upon the freight and goods or merchandise on board thereof, from the loading of the said goods or merchandise on board the said ship or vessel at, as above, and until the said goods or merchandise be discharged and safely landed at, as above. And that it shall be lawful for the said ship or vessel to proceed and sail to and touch and stay at any ports or places whatsoever in the course of her said voyage for all necessary purposes without prejudice to this insurance. And touching the adventures and perils which the capital stock and funds of the said company are made liable unto, or are intended to be made liable unto, by this insurance, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart, and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid subject-matter of this insurance or any part thereof; and in case of any loss or misfortune, it shall be lawful to the insured, their factors, servants, and assigns, to sue,
162 labor, and travel for, in and about the defence, safeguard, and recovery of the aforesaid subject-matter of this insurance or any part thereof without prejudice to this insurance, the charges whereof the said company will bear in proportion to the sum hereby insured.

And it is further agreed, that if the ship hereby assured shall come into collision with any other ship or vessel, and the assured shall in consequence thereof become liable to pay, and shall pay any sums (not exceeding the value of the ship hereby assured and her freight) in respect of injury to such other ship or vessel itself, or to the goods and effects on board thereof, or for loss of freight then being earned by such other ship or vessel, that the said company will pay the assured such proportion of three-fourths parts of said sums as the sum of four thousand pounds hereby insured bears to the value of the ship hereby assured and her freight; but this agreement is in no case to be construed as extending to any sums which the assured may become liable to pay or shall pay in respect of loss of life or personal injury to individuals from any cause whatever. And it is declared and agreed that corn, fish, salt, fruit, flour, and seed shall be and are warranted free from average, unless general, or the

ship be stranded, and that sugar, tobacco, hemp, flax, hides, and skins shall be and are warranted free from average under five pounds per centum, that all other goods, also the ship and freight shall be and are warranted free from averge under three pounds per centum, unless general or the ship be stranded.

In witness whereof the company have hereunto set their common seal in Liverpool, the 2d day of August, 1864.

Examined: J. W.

[L. S.] The common seal of the Thames and Mersey Marine Insurance Company (limited) was affixed to this policy in the presence of—

J. V. DAWSON, *Secretary.*

Memorandum.

The usual deduction of one-third of the amount of repairs is not made by this company in the case of ships built within the limits of the United Kingdom, until after eighteen months from the date of the original register.

163 The document XIV, produced by Edward Bates and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

XIV.—Underwriters.

£150.	J. Halliday.	£100.	R. Stead.
150.	E. Fox.	100.	J. F. Stead.
130.	R. D. Heatley.	130.	H. Stuart.
150.	C. Reiner.	130.	J. Stuart.
130.	T. Bewley.	100.	C. Blades.
130.	S. Bewley.	90.	J. Wignall.
130.	R. Gray	130.	H. E. Walthew.
130.	J. T. Gray.	100.	T. Storey.
130.	W. H. Bewley.	90.	H. Whittle.
130.	H. Alexander.	90.	W. Storey.
130.	W. J. Perry.	90.	W. Patrickson.
130.	J. Prowse.	130.	S. Galte.
100.	R. Curwen.		
		3,000	

Be it known that E. Bates, as well in his own name, as for and in the name and names of all and every other person or persons to whom the same doth, may, or shall appertain in part or in all, doth make assurance, and cause himself and them, and every of them, to be insured, lost or not lost, at and from, say for and during the space of six calendar months, commencing from the 7th day of August, 1864, and ending on the 6th day of February, 1865, both days inclusive, in port and at sea, at all times, in all places, and whilst engaged in all

lawful trades and services, upon any kind of goods and merchandises, and also upon the body, tackle, apparel, ordnance, munition, artillery, boat, and other furniture of and in the good ship or vessel called the Georgia, ss., whereof is master, under God, for this present voyage, , or whosoever else shall go for master in the said ship, or by whatsoever other name or names the said ship or the master thereof is or shall be named or called; beginning
164 the adventure upon the said goods and merchandises from the loading thereof aboard the said ship, as above, upon the said ship, &c., as above, and so shall continue and endure during her abode there, upon the said ship, &c.; and further, until the said ship, with all her ordnance, tackle, apparel, &c., and goods and merchandises whatsoever, shall be arrived at, as above, upon the said ship, &c., until she hath moored at anchor twenty-four hours in good safety; and upon the goods and merchandises until the same be there discharged and safely landed; and it shall be lawful for the said ship, &c., in this voyage to proceed and sail to, and touch and stay at any ports or places whatsoever, without prejudice to this insurance. The said ship, &c., goods and merchandises, &c., for so much as concerns the assured, by agreement between the assured and the assurers in this policy, are and shall be valued at:

Hull, valued at	£10,000
£3,000 on machinery, valued at	10,000
	20,000

Including capture and collision clauses as annexed. To pay average on each valuation separately, or on the whole. Touching the adventures and perils which we, the assurers, are contented to bear and do take upon us in this voyage; they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart, and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people of what nation, condition, or quality soever; barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the said goods and merchandises, and ship, &c., or any part thereof; and in case of any loss or misfortune, it shall be lawful to the assured, their factors, servants, and assigns, to sue, labor, and travel for, in, and about the defence, safeguard, and recovery of the said good and merchandises, and ships, &c., or any part thereof, without prejudice to this insurance, to the charges whereof we, the assurers, will contribute, each one according to the rate and quantity of his sum herein assured; and it is agreed by us, the insurers, that this writing or policy of assurance shall be of as much force and effect as the surest writing or policy of assurance heretofore made in Lombard street, or in the Royal Exchange,
165 or elsewhere in London; and so we, the assurers, are contented, and do hereby promise and bind ourselves, each one for his own part, our heirs, executors, and goods, to the assured, their executors,

administrators, and assigns, for the true performance of the premises, confessing ourselves paid the consideration due unto us for this assurance by the assured, at and after the rate of four guineas per cent.

Warranted free from capture, seizure, and detention, and all other consequences of hostilities.

In witness whereof we, the assurers, have subscribed our names and sums assured in Liverpool.

N. B.—Corn, fish, salt, fruit, flour, and seed are warranted free from average, unless general, or the ship be stranded; sugar, tobacco, hemp, flax, hides, and skins are warranted free from average under five pounds per cent., and all other goods; also the ship and freight are warranted free from average under three pounds per cent., unless general, or the ship is stranded.

LIVERPOOL, *August* 3*d*, 1864.

E. Bates, esq., to Burn & Ainley, Dr.

For cost of £3,000 insurance, as above, at 4 gs. per cent..	£126 00
Stamp.....	3 15
	129 15

[Paragraph in margin:]

And we further agree that in case the said ship shall come into collision with any other ship or vessel, and the assured shall in consequence thereof become liable to pay, and shall pay (as damages to the owners and (or) charterers of such other ship or vessel, and (or) to the owners or consignees of the cargo thereof, and (or) to the master and crew, or passengers thereof,) for the loss of or injury to their goods and effects on board such other vessel, or for costs, (but not for damages for loss of life or personal injury to individuals,) any sums not exceeding the value of the said ship or vessel Georgia, ss., and her freight, by or in pursuance of the judgment of any court of law or equity, or of the court of admiralty, or by or in pursuance of any award
166 made upon any reference entered into by the assured with our previous consent in writing, we will severally bear and pay such proportion of three-fourth parts of the sums so paid as aforesaid as our respective subscriptions hereto bear to the value of the said ship or vessel hereby assured and her freight.

G. J. Poore, stationer, 42 Castle street.

The document XV produced by Edward Bates, and referred to in his examination before me.

A. T. SQUAREY, *Comm'r.*

Copy.]

XV.

The Albion Marine Insurance Company, limited.

Directors:

Wm. John Tomlinson, chairman, Daniel James, deputy chairman, Samuel J. Arnold, Henry Barnes, George Mountain Bowen, Thomas Martin Blythe, John Bushby, William Kay Coubrough, William Crosfield, Thomas Brittain Forwood, Thomas Harrison, Samuel Job, Henry Jump, James Marke Wood.

Bankers:

Royal Bank of Liverpool.

Offices:

Exchange court, Exchange street east, Liverpool.

Solicitors:

Lace, Marshall, & Gill.

Managers and underwriters:

John Sutton, William Kirkby.

167 No. 16,907.—£3,000.

Whereas it hath been proposed to the Albion Marine Insurance Company, limited, by Edward Bates, as well in his own name as for and in the name and names of all and every other person or persons to whom the subject-matter of this policy does may or shall appertain, in part or in all to make with the said company the insurance hereinafter mentioned and described.

Now this policy witnesseth that in consideration of the said person or persons effecting this policy promising to pay to the said company the sum of one hundred and twenty-six pounds as a premium at and after the rate of four guineas per cent. for such insurance, the said company takes upon itself the burden of such insurance to the amount of three thousand pounds, and promises and agrees with the insured, their executors, administrators, and assigns, in all respects truly to perform and fulfil the contract contained in this policy. And it is hereby agreed and declared that the said insurance shall be and is an insurance, (lost or not lost,) at and from and for and during the space of six calendar months, commencing on the 7th day of August, 1864, and ending on the 6th day of February, 1865, both days inclusive, in port and at sea, at all times and in all places, and on all lawful trades and services, upon any kind of goods and merchandise, and also upon the body, tackle, apparel, ordnance, munition, artillery, boats, and other furniture of and in the ship or vessel called the Georgia str., whereof is at present master, or whoever shall go for master in the said ship or vessel. And upon the freight of the said ship or vessel, including all risk of craft and boats to and from the ship or vessel. And it is also agreed and declared that the

subject-matter of this policy as between the insured and the said company, so far as concerns this policy, shall be and is as follows:

Upon average payable on each valuation, separately or on the whole, hull valued at £1,000, machinery valued at £1,000—£2,000.

N. B.—The usual deduction of one-third of the amount of repairs will not be made by this company in the case of ships built within the limits of the United Kingdom until after eighteen months, or in the case of colonial built ships until after twelve months from
168 the date of the builders' certificate, but after such dates respectively the deduction will be made.

Warranted free from capture, seizure, and detention, and the consequences of any attempt thereat and the consequences of all hostilities.

And the said company promises and agrees that the insurance aforesaid shall commence upon the said ship or vessel at and from, as above, and shall continue until she has moored at anchor in good safety at her above-mentioned place of destination, and for twenty-four hours after such mooring. And upon the goods and merchandise from the time when the goods or merchandise shall be laden on board the said ship or vessel, craft, or boat as above, and continue until the said goods and merchandise be discharged and safely landed at as above. And that it shall be lawful for the said ship or vessel in the voyage so insured as aforesaid to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this insurance. And touching the adventures and perils which the said company is contented to bear and does take upon itself in the voyage so insured as aforesaid, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people of what nation, condition, or quality soever, barratry of the master and mariners and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid subject-matter of this insurance, or any part thereof. And in case of any loss or misfortune it shall be lawful to the insured, their factors, servants, and assigns to sue, labor, and travel for, in, and about the defence, safeguard, and recovery of the aforesaid subject-matter of this insurance, or any part thereof, without prejudice to this insurance, the charges whereof the said company will bear in proportion to the sum hereby insured. And it is expressly declared and agreed that the acts of insurer or insured in recovering, saving, or preserving the property insured shall not be considered a waiver or acceptance of abandonment. And it is further agreed that if the ship hereby insured shall come into collision with any other ship or vessel, and the insured shall in consequence thereof become liable to pay, and shall pay to the persons interested in such other ship or vessel, or in the freight thereof, or in
169 the goods or effects on board thereof, any sums (not exceeding the value of the ship hereby insured and her freight,) the said company will pay the insured such proportion of three-fourth parts of the sums so paid as the sum hereby insured bears to the

value of the ship hereby insured and her freight. But this agreement is in no case to be construed as extending to any sums which the insured may become liable to pay or shall pay in respect of loss of life or personal injury to individuals from any cause whatever. And it is declared and agreed that the ship shall be and is warranted free from particular average below water, unless caused by injury to the stem or stern post, or by fire, grounding, or contact with some substance other than water. And that corn, fish, salt, saltpetre, fruit, flour, rice, and seeds, hides, skins, and molasses shall be and are warranted free from average unless general, or the ship be stranded, sunk, or burnt, and that sugar, tobacco, hemp, and flax, shall be and are warranted free from average under five pounds per centum, and that all other goods and also ship and freight shall be and are warranted free from average under three pounds per centum unless general, or the ship be stranded, sunk, or burnt.

In witness whereof, the undersigned, on behalf of the said company, according to the Articles of Association of the said company, and a resolution duly passed by the board of directors, have hereunto set their hands, in Liverpool, the fifth day of August, 1864.

(Signed) JOHN BUSHBY.
T. B. FORWOOD,
Directors.

Examined.

JOHN SUTTON.

The document referred to by Edward Bates in his answer to the 23d interrogatory-in-chief.

A. T. SQUAREY, *Comm'r.*

[Cut of ship.]

For sale, the splendid screw steamer Georgia, about 750 tons builder's measurement, built by Messrs. Denny, of Dumbarton, in 1863, and has engines of 200 horse power; speed 12 knots, carries a large cargo, is abundantly found in stores, and ready for immediate employment.

For specification and further particulars apply to—

CURRY, KELLOCK & CO.,
Brokers.

Gore's Advertiser, May 13, '64.

[Cut of ship.]

For sale, the fine screw steamer Georgia; 751 tons builder's measurement, 648 tons gross, and 427 tons net register; built by Messrs. Denny, at Dumbarton, in 1863, and has engines of 200 horse power nominal, with tubular boilers; has surface condensers, donkey engine, two steam winches, &c., &c. Diameter of cylinders, 50 inches; length of stroke, 42 inches; speed, twelve knots; carries a large cargo on a light draught of water; is abundantly found in

stores, and is quite ready for immediate employment. Dimensions: Length, 291 feet; breadth, 27 feet 35-100ths; depth, 14 feet 75-100ths; lying in the Birkenhead float.

For specifications and further particulars apply to—

CURRY, KELLOCK & CO.,
Brokers.

Gore's Advertiser, 26th May, '64.

The document referred to by Edward Bates in his answer to the 23d interrogatory-in-chief.

A. T. SQUAREY. *Comm'r.*

[Cut of ship.]

For sale, the splendid screw steamer Georgia, about 750 tons builder's measurement, built by Messrs. Denny, of Dumbarton, in 1863, and has engines of 200 horse power; speed, 12 knots; carries a large cargo; is abundantly found in stores, and ready for immediate employment.

For specifications and further particulars apply to—

CURRY, KELLOCK & CO.,
Brokers.

Liverpool Telegraph, 19th May, '64.

171 The document referred to by Edward Bates in his answer to the 23d interrogatory-in-chief.

A. T. SQUAREY, *Comm'r.*

[Cut of ship.]

At Liverpool. The fine screw steamer Georgia, 751 tons builder's measurement, 648 tons gross, and 427 tons net register; built by Messrs. Denny, at Dumbarton, in 1863, and has engines of 200 h. p. nominal, with tubular boilers; has surface condensers, donkey engine, 2 steam winches, &c.; diameter of cylnders, 50 inches; length of stroke, 42 inches; speed, 12 knots; carries a large cargo on a light draught of water; is abundantly found in stores, and is quite ready for immediate employment. Dimensions: Length, 219 feet; breadth, 27 35-100 feet; depth, 14 75-100 feet. Lying in the Birkenhead float.

For speeifications and further particulers apply to—

CURRY, KELLOCK & CO.,
Brokers, Liverpool.

Shipping Gazette, 1 June, '64. Lloyd's room. Sent to London regularly.

The document referred to by Edward Bates in his answer on the 23d interrogatory-in-chief.

A. T. SQUAREY, *Comm'r.*

[Cut of ship.]

For sale, the splendid screw steamer Georgia, about 750 tons builder's measurement. Built by Messrs. Denney, of Dumbarton, in 1863, and has engines of 200 horse power; speed, twelve knots; carries a large cargo; is abundantly found in stores, and ready for immediate employment.

For specification and further particulars apply to—

CURRY, KELLOCK & CO.,
Brokers.

18,157.

Liverpool Journal of Commerce, May 19, '64.

The Georgia. Depositions. Feb. 13, 1866. Opened and filed in court.

172 *Interrogatories to Thomas Bold and John Jones.*

District court of United States, district of Massachusetts.

UNITED STATES, in prize,
vs.
STEAMER GEORGIA.

Interrogatories to be propounded to Thomas Bold and John Jones, witnesses whose depositions are to be taken in behalf of the claimant in the above-entitled cause.

1. What is your name, age, residence, and occupation?

2. How long have you resided where you now reside, and how long have you been engaged in your present occupation?

3. Whether or not during the period from January, A. D. 1861, to the present time, you have ever been a member of any co-partnership or firm? If yea, state the name and style of the same, and give the names of all the individuals composing the same. And if you have been a member of more than one firm give the names and styles of all such firms, and the names of all the persons composing said several firms.

4. Where, during the whole of the years 1862, 1863, and 1864, was your place of business? Please give the name of the city or town, the name of the street, and the number of the street where you had your office, store, or counting-room.

5. If you say your place of business was in Liverpool during the period inquired of in the last interrogatory, please state whether you had more than one counting-room or office; if yea, state particularly all the streets or places in which you had such counting-rooms or offices.

6. Whether or not you had any signs painted or fastened on the building or buildings in which your counting-room or office was, or were, if more than one, during the period inquired of? If yea, what name or style was painted or fastened to said building or buildings as indicating your place of business? (De bene.)

173 7. (De bene.) Whether or not you ever were a member of any firm or partnership named or styled "Bates, Jones & Highatt (or Hyatt) & Co."—or "Bates, Jones & Highatt" or "Hyatt?"

8. (De bene.) Had you, or either of you, during the years 1861, 1862, 1863, and 1864, or during any part of those years, an office in Chapel street, Liverpool; if yea, what was the sign and the name painted on the same to indicate your place of business in that street?

9. Whether or not do you know Edward Bates, of Liverpool; if yea, how long have you known him, and what is his occupation?

10. Were you, or not, ever a partner with him?

11. Whether or not, during the year 1863, did you know the steamer called the "Japan?"

12. Whether or not, you, during that year, had any interest in, or title to, said steamer? If yea, what?

13. Whether or not said Edward Bates had any interest in, or title to, said steamer "Japan," in the year 1863?

14. Whether or not said Bates had any connection with, or interest in, the fitting out of said steamer for any voyage or voyages in the year 1863?

15. Whether or not, prior to the month of May, A. D. 1864, said Bates had any interest in, title to, or connection with, said steamer, so far as you know?

16. Whether or not you or your firm had any interest, directly or indirectly, in the steamer "Georgia," or her outfits, or voyage, or earnings, in connection with said Bates?

17. Please state any other matters known to you as material to the establishment of the claim of said Bates to said "Georgia," as fully as if particularly inquired of.

18. Whether or not you ever knew or heard that Edward Bates, of Liverpool, became the purchaser of said "Georgia" in the year 1864?

174 19. If, in answer to the last interrogatory, you say that you did know or hear that said Bates became the purchaser of said "Georgia," please state when you first knew or heard of the same.

20. Whether or not, after you first knew or heard that said "Georgia" was sold to Edward Bates, you, or either of you, gave any orders or directions as to altering or refitting said ship?

21. Whether or not, at any time during the months of June, July, and August, A. D. 1864, you, or either of you, gave any directions or orders in relation to altering or refitting said ship?

22. Whether or not you were employed or authorised by Edward Bates, or by any one in his behalf, to give any directions or orders relative to altering or refitting said "Georgia" in the summer of 1864?

23. Whether or not had you any connection with, or interest in, the alterations or repairs, if any, which were put upon the "Georgia" in the summer of 1864?

24. If you say that you gave any directions or orders in respect

to any matters or things on board of, or connected with, said "Georgia" after you knew or heard of her sale to Edward Bates, please state with reference to what such orders or directions, if any, were given, and when and what they were.

25. Whether or not any orders or directions, if any, were given by you, as inquired of in the last interrogatory, and former ones were given with reference to property which has been sold to Edward Bates, or with reference to property which had not been sold to him? state with reference to what specific matters such direction, if any, were given.

LORING & FISK,
Of Counsel for Claimant.

Cross-interrogateries to Thomas Bold and others.

1. Were you not proceeded against by the British government for illegally fitting out the "Georgia" as a belligerent cruiser? If so, what was the result of the proceeding?

2. Did you hold any bill of sale or other evidence of title
175 in the "Georgia" alone or with others? If so, when, and for what periods? And with what other persons?

3. Was the "Georgia" ever registered in your name as sole or part owner? If so, during what period, or with what other owners?

4. Did you deal with Messrs. Curry and Kellock, as brokers, to sell the "Georgia" in 1864? If so, who did you tell them were the principals, or real owners? Did they inquire of you who were so?

5. What relations had James Dunroody Bullock with the "Georgia" in 1862, 1863, and 1864?

6. State all you know about any purchase-money or other consideration for the "Georgia," paid or ostensibly paid by or for Mr. Edward Bates in 1864. How much was paid, in what form, in what kinds of money or promises, to whom, by whom, in whose presence, for or in behalf of whom was it paid and received, and what was done with the same?

7. Have you stated all you know respecting the history of this alleged purchase, and the payment or other consideration for the same?

8. Was there any writing respecting the purchase-money or consideration except the bill of sale and the documents on file at the custom-house? If so, please to describe any and all such to the best of your recollection.

9. Give the names and address of all persons you ever employed or knew to be employed to engage or ship or pay any officers and crew for the "Japan" or "Georgia," prior to Mr. Bates taking possession of her.

176 *Deposition of John Jones taken on interrogatories on pages* 172–5.

John Jones, of Liverpool, ship-store dealer, being sworn and examined on the 17th of January, 1866, at the place aforesaid, on the interrogatories to be propounded to him annexed to the said commission, answers as follows:

1. John Jones. I am sixty-seven years old. I reside at No. 70 Rodney street, Liverpool. I am a ship-store dealer, and an overlooker of ships for Mr. Edward Bates, of Liverpool.

2. I have resided at No. 70 Rodney street, Liverpool, for ten years. I been in my present business about eighteen years.

3. I have, since January, 1861, and for some years previously, been a member of the firm of "Jones & Co." The only persons who have been partners in that firm since January, 1861, have been Thomas Bold, Robert Highat, and myself. Mr. Robert Highat is now dead.

4. At No. 28 Chapel street, Liverpool.

5. We had only one office.

6. We had the name of "Jones & Co., Provision Merchants, and Dealers in Ships' Stores, Free and Bonded," painted on the wall in the front of the office, and the name of "Jones & Co." at the side as you go into the office. We had no other sign painted or fastened up.

7. I never was a member of any such firm. I never heard of any such firm.

8. I refer to the answers already given which answer this interrogatory.

9. Yes. I have known him in India and in Liverpool for about thirty years. He is a merchant and shipowner.

10. Never.

11. I did.

12. I had not.

13. He had not.

14. He had not. He did not know anything about it.

15. He had not.

16. Neither I nor my firm had any such interest, except
177 that my firm supplied the vessel with provisions in the ordinary manner after she was purchased by Mr. Bates.

17. I can state that Mr. Bates bought that ship in June, 1864, I think, in good faith, with honest intentions, believing that the purchase was legal; otherwise, Mr. Bates would have been the last man in Liverpool to have had anything to do with her. When I came back to Liverpool, in April, 1863, after the "Japan" was made over to the confederates, Mr. Bates was very angry with me for having had anything to do with the vessel, and he threatened to discharge me from being his overlooker.

18. I knew that Mr. Bates purchased the "Georgia" in 1864. Before he bought her, he directed me to examine her, and report to him whether she was a fit vessel to be sent on a mercantile voyage to Japan.

19. I first heard of Mr. Bates's intention of purchasing the vessel about the beginning of June, 1864.

20. After Mr. Bates bought the "Georgia," he ordered me to have all her internal fittings cleared away, and to have her prepared for cargo as a merchant vessel.

21. I, myself, as Mr. Bates's overlooker, gave all the orders for carrying out the alterations and refitting mentioned in my last answer.

22. I was employed and authorized by Mr. Bates to give orders for the alterations and refitting mentioned in my answer to the twentieth interrogatory.

23. I had no interest whatever in such alterations or repairs.

24. The only directions or orders which I received from Mr. Bates in relation to the "Georgia" were those stated in my answer to the twentieth interrogatory. Those directions were given immediately after he bought the vessel.

25. The orders and directions referred to were given by me with reference to the "Georgia" after she was purchased by Mr. Bates.

The said John Jones, being examined on the cross-interrogatories to be propounded to him, annexed to the said commission, answers as follows:

178 1. I was then proceeded against for anything in relation to this vessel when she was the "Georgia;" but I was proceeded against for endeavoring to enlist seamen for the vessel when she was called the "Japan;" and eventually, though I was not, as I believe, guilty of the offence, I submitted to pay a fine of fifty pounds to put an end to the matter.

2. I never did.

3. She never was so registered.

4. I did not. I never had any communication with them about it

5. I do not know.

6. I know nothing about it, further than that Mr. Bates told m he had paid for the vessel. I cannot further answer this interroga tory, as I know nothing more on the subject.

7. I have stated all that I know about it. The purchase was bona fide.

8. I don't know anything about the documents respecting the purchase-money or consideration.

9. I never employed or knew any one to be employed to engage or ship any officers or crew for the "Japan" or "Georgia" before Mr. Bates took possession of her. My firm was employed to pay advance notes granted to the first crew of the "Japan" long before Mr. Bates bought her. I know of no other persons having been employed to pay the officers and crew of the vessel at any time.

JOHN JONES.

179 *Deposition of Thomas Bold, taken on interrogatories on page 172–5.*

Thomas Bold, of Birkenhead, stock and share broker, being sworn and examined at the place aforesaid on the 23d Jan'y, 1866, on the interrogatories to be propounded to him, answers as follows:

1. Thomas Bold. I am 59 years old. I reside at Birkenhead. I am a stock and share broker.

2. I have resided five years at Birkenhead. I have been a stock and share broker for twelve months.

3. Yes. I was a member of the firm of Jones & Co., of Liverpool, from 1861 to the end of 1864. The partners were John Jones, Robert Highat, and myself. I had the name of my old firm of Bolds & & Co. painted up, but that firm had ceased to carry on business for some years, and was winding up. I was the only person interested in "Bolds & Co.," my brother, who was my partner in it, having been dead for many years.

4. No. 28 Chapel street, Liverpool.

5. I had no other office or counting house than that at No. 28, Chapel street.

6. We had painted up at No. 28 Chapel street the names "Jones & Co." and "Bolds & Co."

7. I never was a member of any such firm.

8. Yes; at 28 Chapel street. The only names painted up were those above mentioned.

9. Yes; I have known him for about fifteen years. He is a ship owner and merchant.

10. Never.

11. Yes.

12. Yes. I was the owner of the "Japan" for a short time.

13. None whatever.

14. None whatever.

15. None whatever.

16. None whatever.

180 17. I know that Mr. Bates bought her after she returned to Liverpool in 1864, to send her out to China as a speculation to sell.

18. Yes.

19. In May or June, 1864.

20. I did not give any such directions.

21. I did not give any such directions.

22. I was not so employed or authorized.

23. I had not.

24. I gave no such directions or orders.

25. I gave none whatever.

THOMAS BOLD.

The said Thomas Bold, being examined on the cross-interrogatories to be propounded to him, answers as follows:

1. I was not proceeded against at all.

2. I had the "Georgia" registered in my name as the "Japan"

for about two months in the early part of 1863. She was registered in my name alone.

3. The answer to the second cross-interrogatory answers this.

4. I did. I told them, as the fact was, that the confederate government were the owners of the vessel. I don't remember whether or not they inquired who were the real owners.

5. J. D. Bullock had no relations with the "Georgia" until she came to Liverpool in 1864 for the purpose of being sold.

6. I did not see the money paid; I only know generally that Mr. Bates paid £15,000 for the vessel, and that Captain Bullock received the money.

7. Yes. I don't know anything else. It was a perfectly bona fide sale.

8. I am not aware that there were any other writings than those mentioned in the interrogatory.

9. Captain John Jones was the only person I employed, or knew to be employed, for the purposes mentioned in the interrogatory.

THOMAS BOLD.

181 *Interrogatories to Kelloch and Curry.*

DISTRICT COURT OF THE UNITED STATES, *Massachusetts District:*

UNITED STATES *vs.* STEAMER GEORGIA. } In prize.

Interrogatories to be propounded to Curry and Charles Walford Kellock, witnesses to be examined in behalf of the claimant in the above-entitled cause.

1. What is your name, age, residence, and occupation?

2. Of what nation or kingdom are you a subject or citizen?

3. Whether or not you are a member of any partnership or firm? If yea, what? What is its style, and who are the members thereof?

4. Whether or not in the year eighteen hundred and sixty-four you saw a steamer called the Georgia? If yea, when did you first see her, and where?

5. If you say you saw the Georgia at Liverpool as last inquired of, please state in what dock or at what wharf she was?

6. Who, at the time last inquired of, was the owner or agent of said steamer, or who claimed to be the owner or agent of her?

7. Whether or not you received any instructions from any person or persons at or about the time you first saw the Georgia, in the year eighteen hundred and sixty-four, in regard to her? If yea, what were they?

8. Whether or not you examined the Georgia at or about the time above inquired of? If yea, at whose request?

9. If you say that you examined said Georgia, please state when, where she was, and describe her condition?

10. Whether or not she had any armament on board, or stores, or cargo? If yea, what? State fully and particularly.

182 11. Whether or not you estimated the value of said steamer separate from her armament or stores? And if yea, what value did you fix upon her?

12. Whether or not her stores and armament, if any she had, were disposed of? If yea, how, and when?

13. Please examine the document hereto annexed marked A, and state whether or not it contains an account of the stores of the Georgia above inquired of?

14. Whether or not you advertised said steamer for sale? If yea, when, in what manner, and in what newspaper or papers, if any? State fully.

15. Please examine the printed paper hereto annexed marked B, and state what it is.

16. If you say that said document or paper marked B is one of the advertisements of the Georgia, please state from what paper the same was taken.

17. How long was said steamer advertised?

18. Whether or not you received any offers for her? If yea, how many and what?

19. Whether or not do you know Edward Bates, of Liverpool? If yea, how long have you known him?

20. What has been the occupation of said Bates since you have known him?

21. Whether or not since your acquaintance with said Bates he has been accustomed to buy and sell vessels? If yea, to what extent and what class of vessels?

22. Whether or not said Bates had any interview with you concerning the Georgia? If yea, when and where? State the substance of the same as near as you can, giving, if you can, the whole conversation between you and him.

23. If you say said Bates had such interview with you,

183 24. If you say that said Bates negotiated with you for the purchase of said steamer, please state for what purpose he desired to purchase her, if he stated.

25. Whether or not was said steamer advertised and offered for sale by you as a naval vessel, vessel of war, or as a commercial vessel?

26. When advertised, for what service was she adapted?

27. Whether or not the armament and stores of said steamer were the subjects of negotiation between you and said Bates?

28. What was the result of the negotiations between you and said Bates?

29. Whether or not he purchased said steamer? If yea, when, and for what price?

30. Whether or not said Bates to your knowledge paid any, and if any, what sum or sums of money for said steamer? If yea, to whom did he make such payment, and in what?

31. What, if any, documents or papers passed between you and said Bates in regard to the Georgia?

32. If you say that said Bates received a bill of sale of said Georgia, please state who signed it; from who you received it, and when and where you delivered it to said Bates?

33. Whether or not you went with said Bates to the custom-house at Liverpool, on business connected with said steamer? If yea, when and what occurred there in regard to her? State fully.

34. State fully all that said Bates did at the custom-house at Liverpool, with reference to said steamer, if you know of your own knowledge.

35. Whether or not you know or had reason to believe that any person or persons, government or corporation, were interested with said Bates in said steamer?

36. Whether or not you have been accustomed to examine and sell ships? If yea, for how long?

184 37. From your experience in the business last inquired of, are you able to distinguish the difference between a vessel of war and a commercial vessel?

38. Please state any other matters or circumstances known to you in connection with the Georgia, or relating to the same or to the employment of her by Edward Bates or his ownership of her, and generally any matters and circumstances material to the establishment of the claim of said Bates in the above-entitled cause, as fully as if the same had been particularly inquired of.

LORING & FISKE,
Of Counsel for Claimant.

Cross-interrogatories to Curry and Kellock:

1. Did you disclose to Mr. Bates all you knew respecting who were the real owners of the Georgia? And if not, why not?

2. If you did so disclose, what did you tell him?

3. What reason was there to doubt whether the officers at the custom-house would give to Mr. Bates a register for the Georgia?

4. Was it not generally known in Liverpool, in 1863 and 1864, that James Dunroody Bullock was an agent for the so-called confederate government in the building, buying, selling, or fitting out of vessels?

5. State all you know respecting the payment or other consideration given, or professed to be given, by Mr. Bates for the Georgia; how much was given, or what was given, and in what form; by and for what was it paid, and by and for whom was it received, and what became of it. Was there any writing respecting the purchase money or consideration same, other than the bill of sale and documents on file at the custom-house? And if so, state what it was, to the best of your recollection.

185 *Deposition of Charles Walford Kellock, taken on interrogatories on pages* 181–4.

Charles Walford Kellock, of Childwall, near Liverpool, broker for the sale of ships, being sworn and examined on the 17th January, 1866, at the place aforesaid, on the interrogatories to be propounded to him, annexed to the said commission, answers as follows:

1. Charles Walford Kellock. I am thirty-three years old. I reside at Childwall, near Liverpool. I am a broker for the sale of ships.

2. Great Britain.

3. I am not now a member of any partnership firm.

4. To the best of my knowledge I never at any time saw the Georgia.

5. I never saw her at all.

6. Prior to the sale of the Georgia to Mr. Edward Bates, in or about June, 1864, the confederate government were, as I believe, the owners of the Georgia. Captain Bullock was acting as agent for the confederate government.

7. Some time in April, 1864, Mr. Thomas Bold instructed me to call on Captain Bullock to receive orders for selling the Georgia. I called on Captain Bullock accordingly, who told me they were not going to sail the vessel again, and wanted her sold; but that the armament or warlike stores of any kind were not to be sold without he instructed me to advertise her for sale by private treaty.

8. I never examined her myself, but my overlooker examined her, by my instructions, to get the necessary description for advertising her.

9. I did not examine her, but I know she was in the Birkenhead dock at the time.

10. The vessel had no armament on board when we sold her, nor any cargo. She had some stores, which were included in the inventory; but they were only ordinary ships' stores.

11. I estimated the value of the ship with her ordinary stores, as per inventory, omitting her armament and all warlike stores.

186 To the best of my recollection my estimate of value was from £16,000 to £17,000.

12. I know nothing as to the disposal of her armament or warlike stores.

13. The document marked A is an inventory of the stores sold to Mr. Bates with the Georgia.

14. I advertised the Georgia for sale in the following newspapers: The Liverpool Telegraph, 19th May and 1st of June; the Liverpool Daily Post, on the 19th, 21st, 25th, 28th of May, and 1st of June; the Liverpool Mercury, on the 19th May; Gore's Weekly Advertiser, on the 19th and 26th May, and 2d June; the Journal of Commerce, on the 19th, 20th, 24th, 27th, and 31st May; the London Shipping Gazette, on the 19th, 20th, and 27th May. and 1st June; the Liverpool Courier, on the 20th, 24th, and 31st May; the Liverpool Journal, on the 21st and 28th May; Myers Gazette, on the 23d and 30th May; the Liverpool Albion, on the 23d and 30th May; and the Index, on the 26th May, I believe.

15. The paper B is a copy of the advertisement above referred to.

16. The paper B was cut out of the London Shipping Gazette.

17. My answer to the 14th interrogatory answers this question.

18. I received several offers for the vessel. I should say six or eight. The highest, I think, was £13,000.

19. I have known Edward Bates for twenty years.

20. Merchant and ship-owner.

21. Mr. Bates has been accustomed to buy and sell vessels frequently, of all sizes and descriptions, both steamers and sailing vessels.

22. Mr. Bates had several interviews with me relating to the Georgia, extending over a fortnight or three weeks before the sale. Such interviews took place at my office, at his office, and on 'change.

23. I cannot give the exact details of our conversations, but the subject of them was the fitness of the boat for sending out to the east for mercantile purposes. I recommended the vessel to him strongly for that purpose.

24. He did state decidedly that he wanted the vessel to send out to the east.

25. As a commercial vessel.

26. For commercial purposes.

187 27. Never, except as to the stores in the inventory above mentioned. It was distinctly understood from the first that the armament and warlike stores did not go with the vessel.

28. It ended in his buying the vessel.

The examination of Charles Walford Kellock on the interrogatories-in-chief resumed at the place aforesaid, on the 23d January, 1866.

29. Mr. Bates purchased the vessel about the 1st June, 1864, for £15,000.

30. Mr. Bates paid £15,000 for the said steamer. The money was paid in cash and checks to my cashkeeper, and on the papers being passed at the custom-house by the collector the money was paid over to Captain Bullock.

31. A bill of sale. I believe that was all.

32. The bill of sale was signed by Captain Bullock. It was received from him executed, having been prepared in my office. It was handed to Mr. Bates by one of my clerks on or about the 11th June, 1864; but I cannot say exactly when or where.

33. I did not go to the custom-house at Liverpool at all with Mr. Bates on any business connected with the said steamer.

34. I know nothing about it of my own knowledge.

35. I know that no person, or government, or corporation, was interested with Mr. Bates in the Georgia.

36. Yes, for eighteen years.

37. Certainly I am.

38. I know that Mr. Bates had no idea, in buying the steamer, of using her for other than ordinary commercial purposes; and I know that if he had had the slighest idea there was any risk in buying her, he would not have touched her at any price. He never had anything to do with blockade running, nor was he in any way interested in the confederate government or States. He was always, to my knowledge, most particular in keeping perfectly clear of any participation in such affairs.

C. W. KELLOCK.

The said Charles Walford Kellock being examined on the cross-interrogatories to be propounded to him, annexed to the said commission, answers as follows:

188 1. I did disclose to Mr. Bates everything I knew about the ownership of the Georgia.

2. Everybody knew that the Georgia had been a confederate cruiser. I don't remember telling Mr. Bates of it. It was not necessary to do so. The fact was notorious.

3. I never doubted it. I had no reason to do so.

4. It was known to a great many people; but I should say it was not generally known.

5. I know nothing more respecting the matters inquired of in this interrogatory than what I have already stated. The £15,000 was paid into my clerk's hands by Mr. Bates on the understanding which is usual in paying for ships, that it was not to be handed over until the papers had passed at the custom-house. When the papers had passed, the money was paid over to Captain Bullock. There was no writing respecting the purchase money or consideration, except the bill of sale.

C. W. KELLOCK.

A. T. SQUAREY, *Commissioner.*

A.

A. T. SQUAREY, *Comm'r.*

Inventory of the steamer Georgia.

	Feet. Tenths.	
Length - - - -		Tons O. M.
Breadth - - - -		
Depth - - - -		Tons N. M.
Height between decks		

For inventories and further particulars apply to
CURRY, KELLOCK & CO.,
Brokers for the Sale of Ships,
Walmer Buildings, Water Street, Liverpool.

189 Anchors.—3 best bowers, 1 small do., 1 stream do., 2 kedge 1 boat's anchor.

Cables.—2 chain cables, about 90 fathoms each, with hooks, punches, &c., hemp do., 2 spare shackles, bending do., 1 stream cable, 1 mooring chain, 30 fathoms, 1 hawser, 8 in., Manilla, 1 do., 9 in., 1 do., 8 in., 70 fathoms, hemp, 1 warps, 5½ in., 90 fathoms, hemp, 1 towlines, 11 in., 60 fathoms, Manilla.

Boats.—2 life boats, jolly do., 1 quarter do., 1 pinnace do., stern do., 4 boat's mast, 4 do. rudder and tiller.

Sails.—Sails at loft.—1 flying jib, 2 standing jib, 2 fore topmast staysails, 2 do. staysails, 3 do. topsails, 2 do. topgallant sails, 1 do. spencer, 1 do. royal, 2 square foresail, boom do., main staysail, 2

do. top-sail, do. topmast staysail, 3 do. topgallant sails, do. spencer, do. topgallant staysail, do. royal, 1 square mainsails, 1 boom mainsail, mizens, mizen topsail, do. topgallant sail, do. royal, storm trysail, gaff topsail, square sail, 4 topmast steering sails, 4 lower do., 2 topgallant do., 3 quarter deck awnings, 2 main deck do., 1 wind sail, 4 boat sails, 6 bolt of No. 2, 3, 6, and 7 canvas, log lines and lbs. twine, 4 canvas cots, 30 lbs. twine, 4 boats' covers, quantity old canvas, about 100 hammocks, 5 boats' awnings, 7 sail covers, 4 hatch covers.

190 Carpenter's and boatswain's stores.—4 pump spears, 4 do. brakes, do. hooks, do. bolts, 3 lower pump boxes, spare spear do., 1 sounding rod, head pump complete, with spare upper and lower boxes, 12 lbs. spare pump leather, about 40 service leather, spare topgallant masts, do. topmast, do. lower yards, do. jibboom, do. rough inch spar, do. topgallant yard, do. topsail yard, 1 hermaphrodite spar, 4 top-mast studding sail booms, 4 top-gallant do., lower do., 1 steering-sail yards, 12 top and topgallant steering-sail boom irons, rope side ladder, with stanchions, 1 side ladders with stanchions, hold ladder, 3 pair screws, with handles, 6 hatch bars, 4 tarpaulins, 10 capstan bars, hand spikes, 1 pitch pots, 1 buoy, 2 tar brushes, do. buckets, varnish kegs, bright varnish keg, molasses do., tar barrel, cwt. oakum, 6 hooks and thimbles, 20 oars, 3 boat hooks, stern-boat davits, falls, and blocks, 4 quarter-boat davits, falls, and blocks, 1 pump hose, double purchase blocks, single do., balls ceising twine, 11 coils spun yarn, 13 hanks marline, top block, 3 cat do., anchor fish hook, 6 double luff tackle blocks, 4 single do., 6 coils new cordage, 20 remnants cordage, 157 spare blocks, different sizes, 6 do. dead-eyes, 83 do. sheaves, quantity small chain, spare pins, do. iron do., 3 trucks, 2 cwt. old iron, 20 iron stanchions, 36

191 thimbles, 10 patent links, 100 brass thimbles, cross cut saw, timber chains, do dogs, beam do., 2 chain stoppers, large iron-bound 3-reve blocks, 2 fish hooks, 8 natch-blocks, iron bound, 6 ballast shovels, iron tanks, containing gallons, 20 marline spikes, 6 serving mallets, 4 pair chain can-hooks, 6 pair grips, spun yarn winch, pair luff tackle blocks, watch tackle, hen coops, pig house, 5 cork fenders, 6 padlocks, pair callipers, 1 filtering stone, with case, 4 boat's chocks, do. gripes and lashings, crow bars, hand hooks, 2 grindstones, trough, and handle, coil rattling line, studding sail gear, winch with handles, large purchase blocks, 1½ cwt. old rigging, scrapers, sheets copper.

Arms.—4-pounders, 6 do., muskets, blunderbusses, pair pistols, cutlasses, boarding pikes.

Cooper's stores.—2 ballast tubs, dry casks, 2 water do., spirit kegs, 2 harness casks, 28 buckets. 4 gutta percha, wash deck tubs, 3 mess kits, 7 water breakers, old water casks, 1 water funnel, draw buckets.

Ship-chandler's stores.—2 brass binnacles, azimuth compass, hanging do., amplitude do., 2 brass do., wood do., half-hour glasses, 3 log glasses, telescope, 2 barometer, 2 log reel line, 1 spying

192 glass, 2 spare log lines, 2 deep-sea lead line, 4 deep-sea lead, 3

hand lead, 1 hand lead line, 2 harpoons, pair grains, 2 shark hooks, 6 binnacle lamp, signal lantern, 1 speaking trumpet, 1 ensign, Marryatt's code, complete, 17 deck and paint scrubbing brushes, 3 balls cotton wick, 2 ship's bell, 12 life buoys, copper pump, 3 oil feeders, 4 oil cans, lamp oil jars, 16 paint brushes, 13 do. pots, do. kegs, medicine chest, clamps, 1 surgery.

Cabin stores.—1 teakettle, 1 teapot, coffeepot, dishes, plates, metal goblets, 1 basins, 2 water jugs, butter bowl, saucers, cups, teaspoons, table do., glass tumblers, wine glasses, 1 metal tureen, do. ladle, 6 wash hand basins, 6 do. jug, 1 sieves, candlestick, tray, snuffers, &c., tin baking dishes, earthen do., knives and forks, carving knife and fork, 1 chamber pots, 1 knife box, 1 timepiece. 8 looking glasses, 2 waiters, tea canister, coffee do., plate basket, 1 pair of steelyards, 1 scale and weights, 1 water funnel, candle box, 1 stove, with funnel and pan, 6 cabin chairs, 3 do. table, 2 coffee mill, inkstand, hand bell, bread baskets, 6 curtains, carpet and curtain mop, dozen empty bottles, 8 hair sofa cushions.

193 Provisions.—Barrels beef, barrels pork, barrels flour, barrels rice, barrels peas, cwt. ship bread, cwt. cabin do., cwt. molasses, cwt. cocoa, cwt. barley, cwt. sugar, cwt. coffee, cwt. tea,

Cook's stores.—1 caboose, complete, with copper boiler, frying-pan, gridiron, forecastle stove, 2 cook's ladles, 7 iron baking pans, iron lantern, iron axe, pair tormentors, tinder box, dippers, 4 saucepans. Now lying dock, where she may be inspected.

The vessel and her stores to be sold with all faults and defects, as they now lie, without any allowance for weight, length, quantity, quality, errors of description, or any defects or deficiencies whatever.

B.

A. T. SQUAREY, *Comm'r.*

[Cut of ship.]

At Liverpool. The splendid screw steamer, Georgia, about 750 tons builder's measurement, built by Messrs. Denny, of Dumbarton, in 1863, and has engines of 200-horse power; speed 12 knots; carries a large cargo; is abundantly found in stores, and ready for immediate employment. For specification and further particulars apply to

CURRY, KELLOCK & CO.,
Brokers, Liverpool.

194 *Deposition of Henry Frederick Curry, taken on interrogatories on pages* 181–4.

Henry Frederic Curry, of Aigburth, near Liverpool, broker for the sale of ships, being sworn and examined at the place aforesaid on the 23d Jan'y, 1866, on the interrogatories to be propounded to him annexed to the said commission, answers as follows:

1. Henry Frederic Curry; I am twenty-eight years old; I reside at Aigburth, near Liverpool; I am a broker for the sale of ships.

2. I am a subject of the Queen of Great Britain and Ireland.

3. I am not a member of any firm or partnership.

4. I never saw the "Georgia" at any time.

5. I never saw her. In June, 1864, she was lying in the Birkenhead dock, but I did not see her.

6. I believe the confederate government owned the vessel. Captain Bullock was their agent in reference to the vessel.

7. I did not personally receive any instructions; but I believe that Mr. C. W. Kellock, with whom I was, in May, 1864, received instructions from Mr. Thomas Bold to advertise the "Georgia" for sale.

8. I did not examine the "Georgia" at all.

9. I did not examine her.

10. Not having seen the vessel, I am not in a position to answer this.

11. I did not value the steamer at all, but I believe she was valued by Mr. Kellock without the armament. I do not remember the sum at which he valued her.

12. I cannot answer this.

13. I believe the document A is an account of the stores of the "Georgia" included in the sale to Mr. Bates, but I did not prepare it.

14. The "Georgia" was extensively advertised for sale in the Liverpool and some of the London papers, but I cannot now give the details.

15. The paper B is a copy of the advertisement of the sale of the "Georgia."

16. I cannot state from what paper it was taken.

195 17. I think for about a month.

18. The only offer, so far as I know, was that made by Mr. Bates, of £15,000.

19. I do. I have known him upwards of ten years.

20. Ship-owner and East India merchant.

21. Mr. Bates has been accustomed to buy vessels for his own use, but not for resale. I should think, from memory, that since I have known him he has bought twenty ships or more, nearly all sailing vessels.

22. I had several interviews with Mr. Bates concerning the "Georgia."

23. Mr. Bates was desirous of knowing what would buy the ship, but he wished the armament to be excluded, as he did not want that. The interviews were very short, and I do not remember that anything else transpired.

24. Mr. Bates told me he wanted the steamer to send out to Japan.

25. As a merchant steamship only.

26. For any service that boats of her size are usually employed in.

27. The armament was not the subject of negotiation with Mr. Bates, nor any stores except ordinary stores adapted for a merchant vessel.

28. Mr. Bates [bought] the ship for £15,000.

29. Yes; on the 2d June, 1864, I believe, for £15,000.

30. Mr. Bates paid to me the balance of the £15,000, less the deposit, £1,500, which he had paid at the office previously. It was paid by his check on the Alliance Bank.

31. A bill of sale.

32. It was signed by J. D. Bullock. I received it from his secretary. I handed it over to Mr. Bates's cash-keeper some time in June, 1864, but I do not remember the day.

33. I did not go with Mr. Bates to the custom-house, but I went there myself at his request, and ascertained from the registrar of shipping that he would grant a new British register for the "Georgia." That was before Mr. Bates paid the purchase money. I also saw Mr. Edwards, the collector of customs, before the money was paid; that was in reference to a notice which had been sent to Mr. Bates.

I believe from the customs that the vessel could not be al-
196 lowed to go to sea in her former capacity as a cruiser. Mr. Edwards told me there was nothing whatever to prevent the vessel going to sea as a merchant vessel; and if Mr. Bates wished it, he (Mr. Edwards) would call on him and satisfy him on that point. I communicated this to Mr. Bates, and he expressed himself satisfied.

34. I don't know of my own knowledge what Mr. Bates did at the custom-house.

35. I am satisfied that no other person, government, or corporation was interested with Mr. Bates in the "Georgia."

36. I have been accustomed to examine, value, and sell ships and steamers for about six years.

37. Most decidedly I am.

38. I know nothing beyond what I have already stated.

The said Henry Frederic Curry, being examined at the time and place aforesaid on the cross-interrogatories to be propounded to him annexed to the said commission, answers as follows:

1. I did fully disclose to Mr. Bates all that I knew about the "Georgia."

2. I told him the "Georgia" had been a confederate cruiser.

3. There was no reason to doubt that the officers at the custom-house would give Mr. Bates a register for the "Georgia," but the fact of her having been a confederate cruiser induced us to inquire into the matter.

4. It was not generally known that he was such agent; but it came to my knowledge only in the course of my business.

5. I know nothing more than I have already stated, except that the money received from Mr. Bates as the price of the steamer, as above mentioned, was paid over to Captain Bullock's secretary. There was no writing respecting the purchase money or consideration, except the ordinary cash receipt.

H. F. CURRY,

A. T. SQUAREY, *Commissioner.*

197 *Deposition of Stephen Barker Guion.*

Int. 1. What is your name, age, residence, and occupation?

Ans. Stephen Barker Guion; I am forty-five years old; I reside at Liverpool; I am a merchant.

Int. 2. Of what nation are you a citizen, and how long have you resided in your present place of residence?

Ans. I am a citizen of the United States; I have resided at Liverpool about fifteen years.

Int 3. How long have you followed your present occupation?

Ans. About twenty-five years.

Int. 4. Whether or not do you know Edward Bates, of Liverpool? If yea, how long have you known him, and what is and has been his occupation?

Ans. I do; I have known him about ten or twelve years; he is and has been a merchant.

Int. 5. Whether or not did you ever know the steamer Georgia? If yea, when and where did you first know her?

Ans. I never saw the Georgia; I only knew her by public report. I first heard of [her] when she was fitted out as a cruiser on the coast of France, and afterwards when she came to Liverpool.

Int. 6. If you say, in answer to the last interrogatory, that you first knew the Georgia at the port of Liverpool, state from whence she came.

Ans. I understood that she came to Liverpool from cruising at sea.

Int. 7. Whether or not do you know for what purpose the Georgia came to Liverpool?

Ans. I know she was offered for sale very soon after she came to Liverpool.

Int. 8. Whether or not do you know how the port of Liverpool compares with other ports in England as a place in which to make sale of vessels?

Ans. Liverpool is the best port of all for selling vessels.

Int. 9. Upon the arrival of the Georgia at Liverpool what was done with her?

198 Ans. She went into Birkenhead docks, and, as I understood, was disarmed at once.

Int. 10. Whether or not, on her arrival, she was offered sale? and if yea, whether at public or private sale?

Ans. At first she was offered by private sale, and then tried by auction, I think.

Int. 11. Whether or not said Georgia was sold after she arrived at Liverpool? If yea, how long after her arrival was she so sold?

Ans. She was sold, but I cannot say how long after her arrival at Liverpool.

Int. 12. If you say, in answer to the last interrogatory, that the Georgia was sold, state, if you know, who became the purchaser.

Ans. Edward Bates purchased her.

Int. 13. If, in answer to the last interrogatory, you say that Ed-

ward Bates, of Liverpool, became the purchaser of the Georgia, state whether or not said Edward Bates made any offer to you for her employment; and if yea, in what business, and with what success.

Ans. He offered her to us to load for New York for general cargo, but I did not think well enough of freights at the time to recommend him to send her. She would have gone if I had said the word.

Int. 14. Was said Georgia sold as a vessel of war or of commerce?

Ans. Of commerce.

Int. 15. Upon her arrival at Liverpool had she or not an armament on board?

Ans. I believe she had.

Int. 16. If you say she had an armament on board, please state whether or not she was sold with her armament, or separate from it.

Ans. She was disarmed, and sold with ordinary stores as a disarmed ship.

Int. 17. Whether or not did you employ the Georgia?

Ans. No.

Int. 18. If you say, in answer to the last interrogatory, that you did not employ the Georgia, state, if you know, how she was employed.

Ans. She was chartered by Mr. Bates to the Portuguese government to carry their mails to and from Lisbon and their islands and stations on the African coast.

199 Int. 19. Please state any other circumstances, occurrences, matters, and things known to you as material to the proof of the claim of ownership of said Edward Bates to said steamer Georgia, as fully as if the same had been particularly inquired of.

Ans. I believe Mr. Bates bought the Georgia, believing she was legitimate property, and only intending to use her for legitimate purposes. I don't believe he ever intended her to be used against the United States government, not even to the extent of blockade running.

Cross-examination:

Cross-int. 1. Please to state your relations with the Georgia, in full, before her arrival in Liverpool, in 1864.

Ans. I never had the slightest connection with the vessel in any way until she was sold at New Bedford by the United States admiralty court.

Cross-int. 2. Please to state your relations with the Georgia, in full, after her arrival in Liverpool, in 1864.

Ans. I had no relations whatever with the vessel.

Cross-int. 3. State all you know respecting the consideration given, or ostensibly given, for the Georgia by or for Mr. Bates.

Ans. I don't know anything respecting the consideration given by Mr. Bates for the vessel.

S. B. GUION.

200 *Deposition of William Frederick Withycombe.*

Int. 1. What is your name, age, residence, and occupation, and how long have you followed such occupation?

Ans. William Frederick Withycombe; I am fifty-seven years old; I reside at Liverpool; I am a master mariner; I have followed that occupation for forty-six years.

Int. 2. In whose employ have you followed such occupation, and for how long have you been employed by the party or parties whom you name?

Ans. I first went as master for Messrs. Job Bulley & Co., of Liverpool; then for Newman, Hunts & Christophers, of London; then for Henry Moore & Co., of Liverpool; then, about sixteen years ago, for Mr. Edward Bates, in whose service I have been ever since.

Int. 3. If you say you have been employed by Edward Bates, of Liverpool, state how long you have known said Bates, and where, and what has been his business or occupation?

Ans. I first knew Mr. Edward Bates in Bombay, about twenty-two years ago. He was then a merchant at Bombay. Two or three years after that time, I think, Mr. Bates came to Liverpool, where he has since carried on business as a merchant and ship-owner.

Int. 4. Whether or not you ever knew or saw the steamer called the Georgia, in the year 1864? If yea, when, during that year, did you first see her, and where?

Ans. I first saw the steamer Georgia about the beginning of August or the latter part of July, 1864. She was in the Queen's dock, at Liverpool.

Int. 5. If you say, in answer to the last interrogatory, that you saw the steamer Georgia at Liverpool, in the year 1864, please state at what dock or wharf she was, and describe her condition and appearance generally, and particularly when you first saw her.

Ans. She was lying in the Queen's dock, and had all the appearance of any ordinary merchant steamer; there was nothing at all particular about her.

Int. 6. Whether or not you had any knowledge of the said
201 steamer from the time you first saw her, as last inquired of, for any length of time? If yea, what knowledge?

Ans. Soon after I saw the "Georgia" as above mentioned, Mr. Bates appointed me master of her; and after that I gave my attention to the cabin-fittings for passengers. My knowledge of the vessel continued from that time until she was captured by the United States steam-frigate "Niagara."

Int. 7. Whether or not you were employed by Edward Bates, of Liverpool, to take command of said steamer, at any, and if any, at what time?

Ans. Mr. Bates first applied to me as to taking command of the "Georgia" about the beginning of August, 1864. I accepted the command at once on his applying to me.

Int. 8. If, in answer to the last interrogatory, you say you were

employed by said Bates to command said steamer, state when he first applied to you, and when you accepted the command, if at all.

Int. 9. For what voyage or voyages did you accept such command?

Ans. To proceed from Liverpool to Lisbon under a charter by the Portuguese government, and then to place myself and the vessel under the orders of the Portuguese officials to carry mails, passengers, and cargo between Lisbon and the Portuguese settlements on the west coast of Africa.

Int. 10. Whether or not, to your knowledge, any alterations or repairs were put on said steamer by said Bates prior to the commencement of said voyage? If yea, what? State fully and particularly, and the cost of the same.

Ans. The internal fittings of the ship were altered to fit her for carrying cargo and passengers, and the engines were put in order. I don't know at all what the repairs and alterations cost.

Int. 11. When was said steamer ready to go to sea, so far as concerned said alterations and repairs?

Ans. So far as I remember, the "Georgia" was ready to proceed to sea on the 4th August, 1864.

Int. 12. When said alterations and repairs were complete, please state for what service or employment said steamer was fitted
202 and adapted, whether as a vessel of war or of commerce; and if of the latter, whether for freight or passengers, and generally for what was she fitted.

Ans. The vessel, after the alterations and repairs above mentioned had been made, was undoubtedly fitted and adapted for a merchant ship, and not, in any respect whatever, as a war vessel. She was fitted for carrying cargo and passengers, and nothing else.

Int. 13. With what official papers, if any, were you provided from the custom-house for the contemplated voyage? Please be particular and state all with which you were provided.

Ans. I was provided with a clearance and victualling bill, clearing out in ballast, which consisted of coal put on board by the Portuguese government; I had also a register.

Int. 14. State particularly what official papers and documents, if any, you had with you on board said steamer when you started on the voyage.

Ans. In addition to the documents mentioned in my last answer, I had a letter from my owner, Mr. Bates, dated 8th August, enclosing me a letter from the acting Portuguese consul at Liverpool, of the same date, ordering the ship to sail at once; and in the letter from my owner he referred to the sailing orders I had received from the Portuguese consul general in London, dated 3d August, which I had previously received from Mr. Bates, to whom they had been sent by the Portuguese consul general for delivery to me, as commanding the "Georgia." I had also a letter of introduction from Mr. Bates to Messrs. Cresswell & Co., of Lisbon; also a packet of letters addressed to some officials or others in Lisbon from the Portuguese consul general in London. All these documents were in my ship's paper box, and were taken from me by the commander of the "Niagara."

Int. 15. When did you commence your voyage?

Ans. We left Queen's dock, Liverpool, on the 8th August, 1864, and sailed out of the Mersey on the 11th August. The delay was caused by stress of weather and a defect in the machinery.

Int. 16. What crew had you—how many?

Ans. Thirty-five, all told.

Int. 17. How many officers had you?

Ans. Myself, a first and second officer, and carpenter.

203 Int. 18. What, if any, cargo, had you?

Ans. We had no cargo; nothing but coal for ballast.

Int. 19. How much, if any, coal had you?

Ans. About 450 tons.

Int. 20. Who put the coal on board?

Ans. The Portuguese government.

Int. 21. Had you or not any armament on board, or any munitions of war?

Ans. A common signal gun, about a dozen muskets and pistols, and about a dozen cutlasses, and a few boarding-pikes. There was no armament but what is always carried in ordinary merchant ships. There were no munitions of war whatever.

Int. 22. Before commencing said voyage had you or not any written instructions or communications from said Edward Bates, or from the office of the Portuguese consulate general at Liverpool?

Ans. I had none whatever except those already mentioned in my answer to the fourteenth interrogatory.

Int. 23. Upon sailing from Liverpool, what disposition did you make of such written instructions or communications, if any there were? Whether or not did you take them with you?

Ans. I took them with me and put them in the ship's paper box.

Int. 24. Upon sailing from Liverpool, what course did you pursue, and for what port did you steer?

Ans. I steered direct for the port of Lisbon.

Int. 25. How was said voyage terminated?

Ans. On the morning of the 15th August, 1864, about 9.30 a. m., when within about three hours sail from the mouth of the Tagus, I was brought to by the United States frigate "Niagara" firing across my bows. I was then boarded by a boat from the frigate, the officer in command of which directed me to go on board the "Niagara" with my papers. I protested against this strongly, calling some of my crew aft to witness that I did so, but I was eventually compelled to go on board the "Niagara." I produced my papers to the commodore, Craven, who, after looking at them, said he had orders to seize and detain the "Georgia." He sealed the box of papers, and gave them in charge of an officer, who took them back to the "Georgia," telling him not to part with them. Whilst I was on board the

204 "Niagara" another boat from that vessel had been sent to the "Georgia," with an officer and crew to take charge of her. On my return, the crew of the "Georgia" were ordered into the frigate's boats with their things, and taken on board the frigate, and the English ensign on board the "Georgia" was hauled down. They

then put more water and coals on board the "Georgia," and some additional ballast; and, at about 8 p. m., I went on board the "Niagara," leaving the "Georgia" in the hands of the prize crew, with all her stores on board. I and the "Georgia's" crew, except the first mate and second engineer, who went out to the United States in the ship, were landed from the "Niagara" at Dover, on the 23d August, 1864.

Int. 26. What became of any and all the papers, documents, books, and any written instructions or communications referred to in the twenty-third interrogatory? Where did you last see them, and where are they now?

Ans. They were all sealed up in the "Georgia's paper box by Commodore Craven, and kept by the prize officer who took charge of the "Georgia." The log-book was likewise left on board of the ship. Every document I had was left on board the ship.

Int. 27. At the commencement, or during any period of said voyage, had you or not any purpose or intention to attempt to run or evade the blockade of any port blockaded by the United States government?

Ans. I had no such intention whatever.

Int. 28. Had you at the commencement, or at any time during the course of said voyage, any purpose or intention to engage in any warlike enterprise, or in any acts of hostility to the government of the United States of America?

Ans. I had no such intention; no idea of anything of the sort.

Int. 29. If you say that said steamer was forcibly taken from you by an armed vessel of the United States government, please state what direction you were sailing, and for what port you were bound.

Ans. When I was brought to as above mentioned, I was steering direct for the mouth of the Tagus, bound for Lisbon, and I did not deviate from my course a quarter of a point when I saw the "Niagara."

Int. 30. Please examine the documents hereto annexed, and marked respectively A and B, and state whether or not you ever saw the originals; and if yea, when and where did you last see such originals?

Ans. I last saw the originals of the documents A and B in
205 the "Georgia's" paper box just before it was sealed up by Commodore Craven, as above mentioned.

Int. 31. Please examine the documents annexed to the interrogatories addressed to Edward Bates, marked B, C, & D, respectively, and state whether or not you ever saw the originals; and if yea, when and where did you last see the same?

Ans. I last saw the originals of the documents annexed to the interrogatories addressed to Edward Bates, marked B, C, and D, respectively, in the Georgia's paper box, just before it was sealed up by Commodore Craven as above mentioned.

Int. 32. Whether or not the originals of which said exhibits purport to be copies were ever in your possession? if yea, when did you first see them, and how did they come into your possession?

Ans. The originals of the said exhibits were handed to me from Mr. Bates's office before the "Georgia" sailed from Liverpool

Int. 33. Please state any other circumstances, matters, and things known to you as material to the proof of the claims of said Edward Bates as owner of said "Georgia," and of the purpose for which she was employed, as fully as if the same had been particularly inquired of.

Ans. I know nothing more. The ship was going on the voyage for which she was chartered, like any other merchant ship.

Cross-examination:

Cross-int. 1. Do you know, and how long have you known Messrs. Bold, Jones & Highat, or any and which of them?

Ans. I only know Mr. Bold by sight. I have known Captain Jones upwards of twenty years. I knew Mr. Highat slightly for three or four years before his death.

Cross-int. 2. If you had any written contract for your service or pay on the voyage, which you have produced and annexed to your answers, please annex the same, or a copy.

Ans. I had no written agreement or contract for my service or pay on the voyage. I do not usually have any such agreement.

Cross-int. 3. Please give the names and address of all persons who were employed in shipping, paying, or contracting with your officers and crew.

206 Ans. I shipped the crew myself, as usual, at the Sailor's Home, Liverpool. No one else had anything to do with it.

Cross-int. 4. Please give the names and address of all persons who have paid or promised to pay you anything on account of the "Georgia."

Ans. No one has paid or promised to pay me anything on account of the "Georgia" except Mr. Bates.

Cross-int. 5. Have you answered the third and fourth interrogatories fully?

Ans. I have done so.

WM. F. WITHYCOMBE.

A. T. SQUAREY, *Commissioner.*

A.

A. T. SQUAREY, *Comm'r.*

PORTUGUESE CONSULATE GENERAL,
15 *St. Mary Axe, London, 3d Aug., E. C.*

To the Captain Commanding the Steamer Georgia, Liverpool:

SIR: On receipt of this letter you will immediately proceed to sea, and sail with all possible despatch to Lisbon, where you will report yourself to the directors of the Compantria Lusitania, and deliver the packet of letters I send you herewith.

I remain, sir, your most obt. serv't.,

F. J. VAN ZELLER,
Consul General.

207 B.

A. T. SQUAREY, *Comm'r.*

Marine department. [In circle.]

(AA) No. 225.

Sanctioned by the board of trade, May, 1855, in pursuance of 17 & 18 Vict., c. 104. Foreign going ship. Certificate for clearance outwards.

Name of master, W. F. Withycombe; name of ship, Georgia; official number, 45,868; port belonging to, L'pool; registered tonnage, 427.

Port of departure, Liverpool; destination of voyage, Lisbon; payments, fees £1 10*s.* 0*d*; forms, ; log, .

I certify that the above-named master has engaged his crew before me, and has produced the certificates of himself and of such of his mates as are required to produce certificates, and has made the above mentioned payments,* *or has otherwise complied with the provisions of the statutes in that behalf.*

A. C. MOTT, *Shipping, Master.*

Dated at Liverpool, 4 day of August, 1864.

* NOTE. The words in italics relate to the case of running agreements, and to cases in which no fee is payable.

London: Printed by George E. Eyre and William Spottiswoode, Printers to the Queen's Most Excellent Majesty.

208 *Deposition of Jeremiah Charles Johnstone.*

Int. 1. What is your name, age, residence and occupation?

Ans. Jeremiah Charles Johnstone; I am 41 years old; I reside at Rock Ferry, near Liverpool. I am a clerk in her Majesty's customs, acting as assistant registrar of shipping, at the port of Liverpool, by appointment from the board of customs.

Int. 2. Whether or not do you hold any office in the custom-house at Liverpool in England? if yea, what; and how long have you held it?

Ans. I refer to my last answer. I have been 24 years in the customs, and I have been assistant registrar of shipping at Liverpool for about five years.

Int. 3. Please examine the records of said custom-house, and state whether or not there is any registration therein of a steamer named the "Georgia," during the year eighteen hundred and sixty-four?

Ans. I have examined the records of the Liverpool custom-house, and I find duly entered on those records the registration of the steamer "Georgia" on the 30th June, 1864, as solely owned by Edward Bates, of Liverpool, merchant.

Int. 4. Please annex to your answers to these interrogatories a certified office copy of the register of said steamer, if you say that she is registered as above inquired of.

Ans. I now produce a duly certified office copy of the registration referred to in my last answer.

Int. 5. Please annex to your deposition certified office copies of all that is recorded in said custom-house concerning said steamer in the year eighteen hundred and sixty-four.

Ans. I now produce duly certified office copies of the following documents, which are all the documents recorded in the registry of the ship at the custom-house, viz.:

Declaration of British ownership by Mr. Bates.

Request by Mr. Bates to have the vessel resurveyed for British registry.

Certificates of official number and tonnage of the "Georgia."

209 Int. 6. Please state any occurrences, matters, or things known to you as material to the establishment of the title or ownership of Edward Bates, of Liverpool, in and to said steamer Georgia as fully as if the same had been particularly inquired of in the former interrogatories.

Ans. I know nothing more than I have already stated.

J. C. JOHNSTONE.

A. T. SQUAREY, *Comm'r.*

Copy certificate of official number and tonnage, referred to by Jeremiah Charles Johnstone, in his answer to the 5th interrogatory.

A. T. SQUAREY, *Comm'r.*

Name of ship, Georgia. Form 1.
Official number, 45,868.
Tonnage, 427 25-100.

CUSTOMS, *Jan.* 27, 1866, *Liverpool.*

The official number and tonnage as above to be deeply carved or otherwise permanently marked on the main-beam of the vessel.

J. C. JOHNSTONE,
Registrar of Shipping, Port of Liverpool.

I hereby certify that I have inspected the above-named vessel, and find the official number and tonnage as above to be marked as required. Her name and port of registry, Liverpool, are painted on her stern, in manner directed by the merchant shipping act, 1854.

(Signed) T. BIBBY, *E.*

N. B.—To be signed by an officer of the water guard. 9 | 7 | 64.

27 JAN., 1866.

A true copy of original in my possession.

J. C. JOHNSTONE, *Ass't Reg.*

210 The certified copy declaration of ownership, referred to by Jeremiah Charles Johnstone, in his answer to the fifth interrogatory.

A. T. SQUAREY, *Comm'r.*

Form No. 2 A.

STEAMER.

Resident or non-resident, owner, or transferee, } Natural-born subject.

Declaration of ownership by individual.

Official number of ship, 45,868. Date of registry 30th June, 1864.

General description of ship.

Name of ship. *Georgia, formerly the Japan. Sold to foreigners and called the Geogia.

British or foreign built. † British. Built at Dumbarton, in 1863.

* If foreign built, add "and her foreign name is ———."

† If British, insert British. "Built at ———, in the county of ———, on the ——— day of ———, 18 ."

If foreign, insert "foreign." "Built at [naming the place and country,] "on the ——— day of ———, 18 ."

Or, if foreign, and time and place of build unknown, insert "foreign." "Time and place of build are unknown to the declarant."

Or, if a condemned ship, insert "condemned by the court of [naming the court] on the day of ———."

Port of registry—Liverpool.

How propelled—Steam, screw.

Number of decks, one and a poop; build, clinch; number of masts, two; galleries, none; rigged, brig; head, demi-woman; stern, round; framework, iron.

Measurements:

Length from the fore part of stem, under the bowsprit, to the aft side of the head of the stern-post, 219 feet — tenths.

Main breadth to outside plank, 27 feet 25 tenths.

Depth in hold from tonnage deck to ceiling at midships, 14 feet 75 tenths.

211 Tonnage:

	No. of tons.
Tonnage under tonnage deck	554.54
Closed-in spaces above the tonnage deck, if any, viz:	
Space or spaces between decks	
Poop	85.67
Round-house ..... Store room	1.39
Other inclosed spaces, if any, naming them, excess for crew	6.68
Gross tonnage	648.28
Reduction for space required for propelling power	221.03
Register tonnage	427.25

Length of engine room, 54 feet 3 tenths.

Number of engines, two.

Combined power (estimated horse-power,) number of horses-power, 200.

I, the undersigned, Edward Bates, of Liverpool in the county of

Lancaster, merchant, declare as follows: I am a natural-born British subject, born at Halifax, in the county of York, and have never taken the oath of allegiance to any foreign State. The above general description of the ship is correct. , whose certificate of competency or service is No. , is the master of the said ship. I am entitled to be registered as owner of sixty-four shares of the said ship. To the best of my knowledge and belief, no person or body of persons other than such persons or bodies of persons as are by the merchant shipping act, 1854, qualified to be owners of British ships, is entitled, as owner, to any interest whatever, either legal or beneficial, in the said ship. And I make this solemn declaration, conscientiously believing the same to be true.

(Signed) EDWARD BATES.

Made and subscribed the 24th day of June, 1864, by the above-named Edward Bates, in the presence of—

(Signed) ‡ S. PRICE EDWARDS.

‡ If in the presence of a registrar, he will add to his signature "Registrar of the port of ———."

If in the presence of a magistrate, his description should be added, as, for example, "Justice of the peace, acting in and for" [naming the county, city, borough, &c., as the case may be.]

212 CUSTOM-HOUSE, LIVERPOOL, 27*th January*, 1866.

I certify the foregoing to be a true copy of the original declaration of ownership made by Edwd. Bates, the registered owner of the above-named ship.

J. C. JOHNSTONE,
Ass't Register, L'pol.

CUSTOMS, *Jan.* 27, 1866, *Liverpool.*
No. 267.

Eyre and Spottiswoode, her Majesty's printers.

The certified copy of registration, referred to by Jeremiah Charles Johnstone, in his answer to the fourth interrogatory.

A. T. SQUAREY, *Comm'r.*

Form No. 19. Copy of Register.
Nov., 1864.
Official number of ship, 45,868. Name of ship, Georgia.
Port number, 294. Port of registry, Liverpool.
British or foreign built—British.
Whether a sailing or steamship; } steam.
if steam, how propelled ..... } screw.
Where built, Dumbarton, in the county of Dumbarton.
When built, in 1863.
No., date, and port of previous registry, (if any)—formerly registered at Liverpool as the "Japan," 93–1863. Sold to foreigners, and now re-registered as a British ship.

Number of decks, one and poop; build, clincher; number of masts, two; gallery, none; rigged, brig; head, demi-woman; stern, round; framework, iron.

Tonnage:

		No. of tons.
	Tonnage under tonnage deck	554.54
	Closed-in spaces above the tonnage deck, if any, viz: space or spaces between decks	
213	Poop	85.67
	Round house, (store room)	1.39
	Other enclosed spaces, (if any,) naming them—excess for crew	6.68
		648.28
	Deduct allowance for propelling power	221.03
	Register tonnage	427.25

Measurements:

Length from the forepart of the stem under the bowsprit to the aft side of the head of the stern-post, 219 feet — tenths; main breadth, to outside of plank, 27 feet 25 tenths; depth in hold, from tonnage deck to ceiling at midships, 14 feet 7.5 tenths.

Additional particulars for steamers:

Deduction for space required for propelling power, 221.03 tons; length of engine room, (if measured), 54 feet 3 tenths; number of engines, two; combined power, (estimated horse power,) two hundred; name of master, unknown; certificate of service, No. —; competency, No. —; names, residence, and description of the owners, and number of sixty-fourth shares held by each owner, Edward Bates, of Liverpool, in the county of Lancaster, merchant, sixty-four, (64.)

CUSTOM-HOUSE, *Liverpool, 27th January*, 1866.

I hereby certify the foregoing to be a true copy of the register of the British ship "Georgia," as appears in the book of registry of British ships at the port of Liverpool, and which book is under my charge.

Registrar:

J. C. JOHNSTONE,
Ass't Registrar Shipping Port of Liverpool.

Registry dated 30th June, 1864.

[Customs, Jan. 27, 1866, Liverpool.]

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5,056.

214 *Agreement of parties as to printing record.*

Steamer "Georgia," (in prize).

To save unnecessary expense in printing, it is agreed by the parties that document No. 2 on the prize master's list, being agreement and account of crew, with the regulations of the Board of Trade, and the document 77 and 78, in red pencil, annexed to Mr. Bates's deposition, are in the usual form filled out and signed by master, officers, and crew, in the manner usual for merchant vessels, and that no part of the same shall be printed except the heading of No. 2, describing the voyage. And that the charter-party, annexed to Mr. Bates's deposition, No. 11, may be omitted, it being substantially the same with the document No. 6 on the prize master's list. The omitted documents may be referred to by counsel, if desired

March 20, 1865.

JOHN A. LORING,
Of Counsel for Claimant.
R. H. DANA, JR.,
For United States and Captors.

215 *Decree of condemnation.—The steamer Georgia, prize.*

On this twenty-sixth day of September, in the year of our Lord one thousand eight hundred and sixty-six, due notice having been given and proclamation made, and the evidence in the cause having been duly considered, and the United States and the captors having been heard by the attorney of the United States, and the claimants by their counsel, and it appearing to the court that the steamer Georgia was captured at sea, as prize of war, on the fifteenth day of August, eighteen hundred and sixty-four, by the steamer Niagara, a vessel of the navy of the United States, and sent into this district for adjudication; and it further appearing that the said steamer Georgia had been an armed vessel, set forth as a vessel of war, and used as such by enemies of the United States, and had been the property of certain persons to the court unknown, who were permanent
216 inhabitants of and residents in a part of the territory of the enemies of the United States, and who were acting as the government and public authorities of said enemies, and that the steamer Georgia was and is to be deemed and held to have been, at the time of her capture, still the property of enemies of the United States, and liable to capture and condemnation as such:

It is ordered, adjudged, and decreed that the steamer Georgia, with her tackle, apparel, and furniture, and the stores belonging thereto, be condemned as good and lawful prize.

JOHN LOWELL,
Judge of the United States for the District of Massachusetts.

217 And at the same term at which the foregoing decree of condemnation was made, to wit, on the third day of October, A.

D. 1866, the said Edward Bates claimed an appeal therefrom, and filed the following prayer for an appeal, viz:

United States district court district of Massachusetts.

UNITED STATES, libellants,
vs.
STEAMER GEORGIA.
} In prize.

And now, in the above-entitled cause, after decree, comes Edward Bates, of Liverpool, England, the claimant in said cause, and claims an appeal from the decree of said district court condemning said steamer Georgia and stores, and prays that the same may be allowed.

By JOHN A. LORING,
Proctor of Claimant.

And thereupon the said appeal was allowed by the court.

I, S. E. Sprague, clerk of the district court of the United States, hereby certify that the foregoing is a transcript of the record in the prize cause of the "Georgia," made up pursuant to admiralty rule No. LIII.

In witness whereof I have hereto subscribed my name and affixed the seal of said court, this eighth day or November, A. D. 1866.

S. E. SPRAGUE, *Clerk.*

o

Supreme Court of the United States.

THE STEAMSHIP GEORGIA, EDWARD BATES,
CLAIMANT AND APPELLANT,

ads.

THE UNITED STATES, APPELLEES.

BRIEF FOR CLAIMANT.

WILLIAM MARVIN AND
AUGUSTUS F. SMITH, } *For Claimant and Appellant.*

New-York:

JOHN W. AMERMAN, LAW PRINTER,
No. 47 CEDAR STREET.

1868.

Supreme Court of the United States.

THE STEAMSHIP GEORGIA, EDWARD BATES, Claimant and Appellant,

ads.

THE UNITED STATES, Appellees.

The steamship Georgia, claimed by Edward Bates, of Liverpool, England, while on a voyage from Liverpool to Lisbon, in Portugal, was captured off the coast of Portugal, on the 15th day of August, 1864, by the United States steamer "Niagara," and carried into New-Bedford, in Massachusetts, for adjudication.

The test affidavit of Edward Bates, the claimant, top page 5, states, "that he is a natural born subject of Victoria, Queen of Great Britain and Ireland, residing in Liverpool, and at the time of the seizure and capture of the said vessel he was for a long time, had been and now is the sole owner of the said steamer, in good faith, and no other person whatsoever has or had any right, title or interest therein or thereto; that he fitted out the said vessel for sea, and chartered her to the Portuguese government on a voyage to Lisbon, in Portugal, and thence to the Portuguese settlements on the coast of Africa, for a specified term, in the charter thereof named; that after the said vessel had been laden by the Portuguese government with coals for her own use, she duly sailed on said voyage, bound to Lisbon, and while pursuing said voyage in a peaceable manner, and in violation of no law whatsoever, and without any existing cause therefor, the said steamer was seized and captured by the United States ship of war 'Niagara.'"

The certificate of British registry, (top page 11,) the agreement and account of the crew, (top page 13,) certificate of clearance, (top page 16,) bill of health, (top page 17,) charter-party, (top page 17,) and other papers printed in the record between pages 11 and 22, all found on board the vessel at the time of the capture, and returned into court, show that the Georgia was a merchant vessel, owned by Edward Bates, of Liverpool, and commanded by William F. Withycombe, of the same place; that the vessel was regularly documented as a British vessel, and was, at the time of her capture, on a voyage from Liverpool to Lisbon, under a charter to the Portuguese government, with no other cargo on board than coals for her own use.

The depositions, *in preparatorio*, of William Richardson, (top page 22,) and of Thomas Hedgcock, (top page 25,) the two persons selected by the captors, and sent in with the captured vessel to be examined as witnesses, show the same things as the documents and papers found on board the vessel, *i. e.*, that the vessel was owned by Edward Bates, of Liverpool, and was commanded by William F. Withycombe, of the same place, and was, at the time of her capture, bound on a voyage from Liverpool to Lisbon, with no other cargo than coals for her own use, and that there was no resistance to search or capture. The capture was made off the coast of Portugal, about forty miles from Lisbon.

Neither the papers found on board the vessel nor the depositions *in preparatorio*, disclose any legal ground of capture or condemnation; nor do they disclose any ground whatever of suspicion against the neutral ownership of the vessel or the legality of the voyage; but, on the contrary, they clearly prove both.

Point I.

It was the duty of the court below, and it is the duty of this court now here, to hear and decide the case upon the testimony of the documents and papers found on board the vessel, and the depositions *in preparatorio*. (Paper of Sir William Scott and Sir John Nicholl, addressed to His Excellency John Jay, 1 *C. Rob.* Appendix, 390. The Haabet, 6

C. Rob. 54.) This is not a mere matter of practice, but it is the very essence of prize law. (3 *Phillimore*, page 594, § 473.) "It is the established rule," says Justice Story, in the Dos Hermanos, 2 *Wheaton*, 76, "in courts of prize, that the evidence to acquit or condemn must, in the first instance, come from the papers and crew of the captured ship." It is exclusively upon these papers and the examinations taken *in preparatorio* that the cause is to be heard before the District Court. If, from the whole evidence, the property clearly appear to be hostile or neutral, condemnation or acquittal immediately follows. If, on the other hand, the property appear doubtful, or the case be clouded with suspicions or inconsistencies, it then becomes a case of further proof, which the court will direct or deny, according to the rules which govern its legal discretions on this subject. The case presented by the papers of the vessel and the depositions of the crew, was and is neither clouded with suspicions nor inconsistencies, nor was nor is the neutral character of the property doubtful. It was and is a clear case for restitution.

Point II.

The case not having been heard in the court below on the papers of the vessel and the depositions *in preparatorio* of the crew, and no order for further proof having been granted by the court, the depositions of Edward McElmell, (top page 31,) and all the other depositions which follow it in the record, have been, if taken at all, irregularly taken, and without the proper authority of the court, and have been improperly introduced into the record, and should consequently be disregarded by the court.

Besides the want of an order for further proof, the depositions of Edward McElmell, Edward Thompson, Joshua W. Buck, Frith B. Atkinson and Jacob Kinball, who were captors, composing a part of the crew of the "Niagara," are inadmissible, on the ground that it does not appear before what officer, if any, they were taken, nor at what time, nor whether the witnesses were sworn. Besides, they appear to have been taken not absolutely, but *de bene esse*, and in answer to interrogatories propounded *ex parte*, and without notice to

the claimant's proctor. These depositions are found between pages 31 and 43.

The depositions of Timothy G. Canty, (top page 43,) of John Stanley, (top page 48,) and of Charles Thompson, (top page 60,) are inadmissible, because, if taken at all, they were taken without any order of court therefor, and it does not appear that the witnesses were sworn, nor before what officer, or when or where they were taken.

Point III.

If the court should differ from us in regard to the correctness and effect of the two points just made, and should hold, notwithstanding the objections therein taken, that the depositions contained in the record are admissible in this court, by way of further proof, then it becomes necessary to look into these depositions, otherwise not.

The depositions of Timothy G. Canty, (page 43,) of John Stanley, (page 48,) and Charles Thompson, (page 60,) show that the Georgia was built and launched by the name of the "Japan," in the Clyde, some time in the years 1862–63. In the spring of 1863 she sailed, under the command of Captain Hancock, from the Clyde, on, as it was said, a trial trip, in company with a small steamboat, which carried in her hold a war armament and a crew for the "Georgia." The two vessels proceeded to a small port, said to be near Cherbourg, where the armament was transferred to the "Georgia," the crew was enlisted, the Confederate flag was hoisted, and one Murray taking command as captain, with lieutenants, midshipmen, sailing masters and other officers, all wearing the uniform of the Confederate States; the vessel sailed on a cruise, and captured and destroyed, or admitted to ransom, divers vessels belonging to citizens of the United States. She returned to Liverpool on the 2d of May, 1864; was soon after disarmed; and on the 22d of May, and other days, up to the 1st of June, she was extensively advertised for sale in the Liverpool and London newspapers, (Kellock's deposition, page 127,) by Messrs. Curry, Kellock & Co., agents and brokers, for the purchase and sale of ships. (See advertisements, page 117.) On the 2d of June, 1864, Edward Bates, the claimant

a large ship-owner, purchased the vessel of or through Messrs. Curry, Kellock & Co., according to an inventory of her hull, anchors, chains, sails, &c., (which see, page 80,) and paid to them therefor the sum of £15,000, (*vide* Mr. Kellock's deposition, page 128,) and received from James D. Bullock, as agent of the Confederate government, a bill of sale therefor, dated the 11th day of June, 1864. (*Vide* bill of sale, page 85.) He purchased no armament or stores with the vessel except the stores mentioned in the inventory. The armament had been removed previous to his purchase. (Pages 69–127.) Before buying, Mr. Bates learned from the Collector of the Port that there was no objection to granting the vessel a certificate of British registry. (Mr. Bates' deposition, page 68, and Mr. Curry's, page 133.) He bought the vessel as a merchant vessel, and for commercial purposes. (Kellock's deposition, page 128.) He intended, when he bought her, to send her to Japan. He had immediately all her internal fittings broken out, and other measures taken to get her ready to receive a cargo. (Pages 70, 71.) The charter to the Portuguese government afterwards offering itself, he accepted the offer, and put in passenger berths, according to the charter-party. The alterations, repairs and outfit for the voyage cost £3,165. (Pages 70, 71.) The Portuguese government paid, or advanced him on the charter, £923 8*s*. Previous to the purchase, Mr. Bates had no interest in or connection with the "Japan" or the "Georgia." (Depositions of Thomas Bold, page 123, and Mr. Jones, page 121.)

James D. Bullock claimed to be, and acted as the agent of the Confederate States in Liverpool, in effecting the sale. (Kellock's deposition, page 127.) Witness, Curry, says, that Captain Bullock was the agent of the Confederate government in reference to this vessel. (Page 132.)

The testimony is conclusive that the claimant purchased the vessel in Liverpool, where he resided, as a merchant vessel and for commercial purposes, and none other, and paid therefor the full value thereof in money.

Point IV.

Two questions arise on this statement of facts:

1st. Does a neutral, who purchases from one of the bellige-

rents, in good faith and for commercial purposes, in his own home port, a vessel lying there which had been used by such belligerent as a vessel of war, but which had been disarmed, take a good title as against the right of capture of the other belligent? and if so,

2d. Had James D. Bullock authority to sell the vessel?

We maintain the affirmative of these questions, and say:

1. That no principle of international law prohibits a neutral, in his home port, from buying from or selling to any person, any and every species of property. In a home neutral port there is no room for the operation of international interdicts; nor does international law invalidate any sales made in such port.

2. No decision of our own or of the British prize courts covers the case.

The "Minerva," (6th *C. Rob*, 396,) was unlike the present case in many important particulars. That was the case of a pretended purchase of a ship of war, with 18 guns and ammunition, captured while on her way ostensibly to the Jade, the port of the purchaser, but really to a port of the enemy; fourteen guns and ammunition having been taken out for the mere convenience of conveyance. Though the vessel lay at Bergen, a neutral port, the negotiations for the purchase were carried on at Amsterdam, the enemy's port, and an enemy crew and captain were hired in Amsterdam, and sent to bring home the ship. She was captured in possession of an enemy master and crew, and while sailing towards the Texal and close in to the enemy's coast. It is obvious from the facts in the case, that the vessel was going, under color of a purchase and sale, right back again into the enemy's navy. Indeed she was already in possession of the enemy, being in possession of a hostile master and crew. The vessel had not been disarmed or dismantled of her guns, except in part for the convenience of transportation, the purchaser buying guns and ammunition with the vessel. There was no proof in the case that the purchaser had paid for the vessel, or that he had bought her for commercial purposes only. Under these circumstances of a mere colorable purchase, Sir William Scott condemned the vessel.

It is true he assumes to place the decision of the case on the ground of the illegality of the purchase. But he does so quite unnecessarily, as we think; for the decision might rightfully have been based on the ground that no purchase or transfer of the property had been effected, the whole transaction having been colorable and pretentious merely. But it is the purchase of a ship of war with her guns and ammunition, and with an enemy captain and crew on board, navigating her towards the enemy's port at the time of capture, which he decides to be illegal. Had he decided that a *bona fide* purchase of a vessel by a neutral merchant in his own home port, effected according to the law of the place, was illegal, *i. e.*, contrary to international law, because it had once been used by the enemy as a ship of war, such decision, we think, would have been unsound, impolitic, against the just rights of neutrals, and ought not now to be followed.

In the case now before the court, the claimant did not buy a man of war, with her guns and ammunition, but a vessel disarmed and dismantled of her guns, and no munitions of war. He bought the vessel for commercial purposes only, and paid in money the full value thereof. The vessel was not captured, as was the "Minerva," near the enemy's coast, with an enemy crew and a considerable portion of her original war armament on board. Under the facts of the case, there was not the slightest probability that the vessel would again become a part of the enemy's navy.

3d. Sound policy requires that the enemy should be allowed and indeed encouraged to sell his naval as well as his merchant vessels. The enemy's vessels cannot be blockaded in a neutral port. They can always escape out of such port when they will. The right to the dubious and uncertain chances of capturing them on the ocean is of much less value and consequence to a belligerent than their absence from the ocean would be.

4th. The validity of the purchase of the enemy's merchant ships by a neutral, even where the purchase and transfer have been effected in the enemy's port, under blockade, has been fully recognised.

The "Sechs Geschwistern," 4 *C. Rob.* 101; The "Vigilantia," 6 *C. Rob.* 123; The "Bernon," 1 *C. Rob.* 102.

Point V.

The authority of James D. Bullock to sell the "Georgia" may, under the circumstances of the case, be considered as sufficiently proved. He acted notoriously as agent of the Confederate government in Liverpool. Two witnesses swore that he was such agent. But if the court should think that his authority is not sufficiently proved, it will not condemn the vessel as enemy's property merely for the want of such proof, in the actual condition of the case; for it is not reasonable to expect that written proof of such authority would be found on board at the time of capture, and the claimant has not had the benefit of an opinion of the court below, or of an order for further proof pointing out the necessity of producing written proof of such authority. In the absence of any hearing or decision upon the evidence *in preparatorio*, and in the absence of any order of the court, the claimant was quite out at sea, without chart or compass, in taking further testimony. Both parties, in taking further testimony, seem to have spent their strength, the one in proving the neutral character of the claimant, the *bona fides* of the purchase and the legality of the voyage; and the other in attempting to impeach these. Both parties seem to have overlooked the question of Bullock's authority to sell, or to have taken it for granted. Under these circumstances, if further proof of Bullock's authority is considered as essential, the court will grant an order permitting such proof to be made.

The hearing in this court in prize cases being *de novo*, it often grants an order for further proof.

The Frances, 8 *Cranch*, 354; The London Packet, 2 *Wheaton*, 371, and 5th *Wheaton*, 132; The Fortuna, 3 *Wheaton*, 236; The Grotius, 8 *Cranch*, 456; The Sally Magee, 3 *Wallace*, 451.

So, also, in the appellate prize court of England, The Lydiahead, 2 *Acton*, 133.

William Marvin and
Augustus F. Smith,
For Claimant and Appellant.